

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
August 18, 2015**

A meeting of the Fayetteville City Council was held on August 18, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

Agenda Additions

A. Consent

1. Approval of the August 4, 2015 City Council meeting minutes.

APPROVED

2. **Bid No. 15-37 Donelson Construction Co., LLC:** A resolution to award Bid No. 15-37 and authorize a contract with Donelson Construction Co., LLC in the amount of \$151,510.00 for asphalt micro-surfacing of city streets at a cost of \$2.78 per square yard, and to approve a project contingency in the amount of \$15,151.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 138-15

3. **Fayetteville Municipal Parking Lot 1:** A resolution to approve Lease Agreements for four (4) parking spaces located in Fayetteville Municipal Parking Lot 1 at 160 West Mountain Street for one (1) year with the option to renew for four (4) additional one-year terms at a monthly cost of \$50.00 per parking space.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 139-15

4. **Change Order No. 1 Leigh Earthworks, LLC:** A resolution to approve Change Order No. 1 to the contract with Leigh Earthworks, LLC in the amount of \$15,362.00 to correct the slope of existing accessible parking spaces at the Fayetteville Senior Activity and Wellness Center.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 140-15

5. **State Of Arkansas Equity Investment Incentive Tax Credit:** A resolution to express the City Council's Support for the relocation, startup and expansion of companies in the eCommerce and retail technologies industry in the City of Fayetteville, and to support the application of Overdrive Brands for a State of Arkansas Equity Investment Incentive Tax Credit.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 141-15

6. **Bid No. 15-45 Hi-Lite Airfield Services, LLC:** A resolution to award Bid No. 15-45 and authorize a contract with Hi-Lite Airfield Services, LLC in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation Project, and to approve a project contingency in the amount of \$4,425.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 142-15

7. **Special Needs Assistance Program Grants:** A resolution to authorize the Mayor to sign a letter of intent to accept Special Needs Assistance Program Grants through the U.S. Department of Housing and Urban Development.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 143-15

8. **Arkansas Historic Preservation Program Grant:** A resolution to approve a grant agreement with the Arkansas Historic Preservation Program in the amount of \$13,150.00 for travel and training, for the hiring of a qualified consultant to research and catalog historic structures, and for repair and reconstruction of fencing at Oaks Cemetery; and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 144-15

B. Unfinished Business

1. **RZN 15-5044 (4065 E. Huntsville Rd./the Plaza):** An ordinance rezoning that property described in Rezoning Petition RZN 15-5044, for approximately 16.02 acres, located at 4065 E. Huntsville Road from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units Per Acre, NS, Neighborhood Services, and CS, Community Services. *At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting. At the August 4, 2015 City Council meeting, this ordinance was tabled to the August 18, 2015 City Council meeting.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5790

2. **Arkansas Legacy LLC Appeal:** An ordinance rezoning that property described in Rezoning Petition RZN 15-5066, for approximately 3.98 acres, located at 1338 and 1326 W. Cleveland Street from RMF-24, Residential Multi-Family, 24 units per acre and RSF-4, Residential Single-Family, 4 units per acre to DG, Downtown General subject to a Bill of Assurance. *At the July 21, 2015 City Council meeting, this ordinance was left on the first reading. At the August 4, 2015 City Council meeting, this ordinance was left on the second reading.*

THIS ORDINANCE FAILED

C. New Business

1. **RFP No. 14-11 New World Systems Corporation:** A resolution to award RFP No. 14-11 and authorize a contract with New World Systems Corporation in the amount of \$813,651.00 to upgrade the City's Enterprise Resource Planning System, to approve a five (5) year maintenance agreement in the amount of \$840,500.00, and to approve a project contingency in the amount of \$147,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 145-15

2. **New World Systems Corporation:** A resolution to authorize a contract with New World Systems Corporation in the amount of \$1,184,576.00 to upgrade the City's Public Safety Software for police, fire and after hours city-wide services, to approve a five (5) year maintenance agreement in the amount of \$846,675.00, and to approve a project contingency in the amount of \$160,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-15

3. **Presidio Networked Solutions, LLC:** A resolution to authorize a contract with Presidio Networked Solutions, LLC in the amount of \$158,355.05 plus applicable taxes, pursuant to the TIPS/TAPS cooperative purchasing contract, for the purchase of three (3) Nimble Storage Area Network Arrays for the Enterprise Resource Planning and Public Safety System software upgrades, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-15

4. **AOS, LLC:** A resolution to authorize a contract with AOS, LLC in the amount of \$71,039.88 plus applicable taxes, pursuant to a State of Arkansas procurement contract, for the purchase of six (6) Cisco Unified Computing System Servers to support the Enterprise Resource Planning and Public Safety system upgrades, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-15

5. **SHI, Inc.:** A resolution to authorize a contract with SHI, Inc. In the amount of \$100,433.00 plus applicable taxes, pursuant to a State of Arkansas procurement contract and the Western States Contracting Alliance Contract, for the purchase of Microsoft, Veeam, and VMware support software necessary for the Enterprise Resource Planning and Public Safety System software upgrades.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-15

6. **Sweetser Construction, Inc.:** A resolution to authorize a contract with Sweetser Construction, Inc. in the amount of \$7,307,280.00 for the construction of Ruppel Road from Persimmon Street to Martin Luther King, Jr. Boulevard, and to approve a project contingency in the amount of \$730,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-15

7. **VAC 15-5116 (808 N. Highland Avenue):** An ordinance to approve VAC 15-5116 submitted by Josef Tucker for property located at 808 N. Highland Avenue to vacate a portion of an existing utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5791

8. **R-PZD 04-06.00 (RUPPLE ROW):** An ordinance amending a Residential Planned Zoning District entitled R-PZD 04-06.00, Rurple Row, containing approximately 41.70 acres, to modify the zoning of the duplexes and triplexes on Wordsworth Lane to allow up to four unrelated persons to live in each dwelling unit.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5792

9. **Amend Chapters 151 and 163:** An ordinance to amend Chapters 151 and 163 of the Unified Development Code to modify Bed and Breakfast definition and use conditions.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5793

Announcements

City Council Agenda Session Presentations

1. Agenda Session Presentation – Spring Street Municipal Parking Deck-Construction Update

City Council Tour:

Adjournment: 8:06 p.m.

City Council Meeting:

August 18, 2015

Adjourn:

8:06 p.m.

Subject:	Roll				
<i>Alderman Kinion and Marsh were absent</i>	Kinion	<i>absent</i>			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	<i>absent</i>			
	Mayor Jordan	✓			

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Tennant</i>			
<i>Minutes</i> <i>Approved</i> <i>Passed</i> <i>138-15</i> <i>thru</i> <i>144-15</i>	Kinion	<i>absent</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>N</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>absent</i>			
	Mayor Jordan				

51

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

Subject:	RZN 15-5044 (4065 E. Hunstsville Rd./the Plaza)				
Motion To:		<i>Amend Zoning</i>	<i>Pass</i>		
Motion By:		<i>La Tour</i>			
Seconded:		<i>Petty</i>			
B. 1 Unfinished Business <i>passed</i> 5790	Kinion	<i>absent</i>	<i>absent</i>		
	Petty	<i>✓</i>	<i>✓</i>		
	Tennant	<i>✓</i>	<i>✓</i>		
	Schoppmeyer	<i>✓</i>	<i>✓</i>		
	La Tour	<i>✓</i>	<i>✓</i>		
	Long	<i>✓</i>	<i>✓</i>		
	Gray	<i>✓</i>	<i>N</i>		
	Marsh	<i>absent</i>	<i>absent</i>		
	Mayor Jordan				

6-0

5-1

Subject:	Arkansas Legacy LLC Appeal				
Motion To:		<i>3rd Read</i>	<i>Pass</i>		
Motion By:		<i>Long</i>			
Seconded:		<i>Petty</i>			
B. 2 Unfinished Business <i>Failed</i>	Kinion	<i>absent</i>	<i>absent</i>		
	Petty	<i>✓</i>	<i>N</i>		
	Tennant	<i>✓</i>	<i>N</i>		
	Schoppmeyer	<i>✓</i>	<i>N</i>		
	La Tour	<i>N</i>	<i>N</i>		
	Long	<i>✓</i>	<i>N</i>		
	Gray	<i>✓</i>	<i>N</i>		
	Marsh	<i>absent</i>	<i>absent</i>		
	Mayor Jordan	<i>✓</i>			

6-1

0-6

Failed

Subject:	RFP No. 14-11 New World Systems Corporation				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Tennant</i>			
C. 1 New Business <i>passed</i> <i>145-15</i>	Kinion	<i>absent</i>			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	<i>absent</i>			
	Mayor Jordan				

6-0

Subject:	New World Systems Corporation				
Motion To:		<i>Amend</i>			
		<i>Add Budget Adj.</i>	<i>Approve</i>		
Motion By:		<i>Petty</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Long</i>		
C. 2 New Business <i>passed</i> <i>140-15</i>	Kinion	<i>absent</i>	<i>absent</i>		
	Petty	✓	✓		
	Tennant	✓	✓		
	Schoppmeyer	✓	<i>Absent during the vote</i>		
	La Tour	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	<i>absent</i>	<i>absent</i>		
	Mayor Jordan				

6-0

5-0

Subject:	Presidio Networked Solutions, LLC				
Motion To:		Approve			
Motion By:		Tennant			
Seconded:		Long			
C. 3 New Business <u>passed</u> 147-15	Kinion	absent			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	absent			
	Mayor Jordan				

6-0

Subject:	AOS, LLC				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
C. 4 New Business <u>passed</u> 148-15	Kinion	absent			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	absent			
	Mayor Jordan				

6-0

Subject:	SHI, Inc.				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Tennant			
C. 5 New Business <u>passed</u> 149-15	Kinion	absent			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	absent			
	Mayor Jordan				

6-0

Subject:	Sweetser Construction, Inc.				
Motion To:		Approve			
Motion By:		Long			
Seconded:		La Tour			
C. 6 New Business <u>passed</u> 150-15	Kinion	absent			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	absent			
	Mayor Jordan				

6-0

Subject:		VAC 15-5116 (808 N. Highland Avenue)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Long	Gray		
Seconded:		Gray	Tennant		
C. 7 New Business <u>passed</u> 5791	Kinion	absent	absent	absent	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	absent	absent	absent	
	Mayor Jordan				
		6-0	6-0	6-0	

Subject:		R-PZD 04-06.00 (Ripple Row)			
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Petty	Petty		
Seconded:		Gray	Gray		
C. 8 New Business <u>passed</u> 5792	Kinion	absent	absent	absent	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	N	N	N	
	Gray	✓	✓	✓	
	Marsh	absent	absent	absent	
	Mayor Jordan	✓	✓		
		6-1	6-1	5-1	

Subject:		Amend Chapters 151 and 163			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Gray</i>	<i>Gray</i>	
Seconded:			<i>Schoppmeyer</i>	<i>La Tour</i>	
C. 9 New Business <i>passed</i> 5793	Kinion	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	N	N	N	
	Gray	✓	✓	✓	
	Marsh	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan	✓	✓		

6-1

6-1

5-1

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



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: August 19, 2015

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 18, 2015

1. A resolution to award bid no. 15-37 and authorize a contract with Donelson Construction Co., LLC in the amount of \$151,510.00 for asphalt micro-surfacing of city streets at a cost of \$2.78 per square yard, and to approve a project contingency in the amount of \$15,151.00.
2. A resolution to approve lease agreements for four (4) parking spaces located in Fayetteville Municipal Parking Lot 1 at 160 West Mountain Street for one (1) year with the option to renew for four (4) additional one-year terms at a monthly cost of \$50.00 per parking space.
3. A resolution to approve change order no. 1 to the contract with Leigh Earthworks, LLC in the amount of \$15,362.00 to correct the slope of existing accessible parking spaces at the Fayetteville Senior Activity and Wellness Center.
4. A resolution to express the City Council's support for the relocation, startup and expansion of companies in the ecommerce and retail technologies industry in the City of Fayetteville, and to support the application of overdrive brands for a State of Arkansas Equity Investment Incentive tax credit.
5. A resolution to award bid no. 15-45 and authorize a contract with Hi-Lite Airfield Services, LLC in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation Project, and to approve a project contingency in the amount of \$4,425.00.

6. A resolution to authorize the Mayor to sign a Letter of Intent to accept special needs assistance program grants through the U.S. Department of Housing and Urban Development.
7. A resolution to approve a grant agreement with the Arkansas Historic Preservation Program in the amount of \$13,150.00 for travel and training, for the hiring of a qualified consultant to research and catalog historic structures, and for repair and reconstruction of fencing at Oaks Cemetery; and to approve a budget adjustment.
8. A resolution to award RFP no. 14-11 and authorize a contract with New World Systems Corporation in the amount of \$813,651.00 to upgrade the City's Enterprise Resource Planning System, to approve a five (5) year maintenance agreement in the amount of \$840,500.00, and to approve a project contingency in the amount of \$147,000.00.
9. A resolution to authorize a contract with New World Systems Corporation in the amount of \$1,184,576.00 to upgrade the City's public safety software for Police, Fire and after hours city-wide services, to approve a five (5) year maintenance agreement in the amount of \$846,675.00, to approve a project contingency in the amount of \$160,000.00 and to approve a budget adjustment.
10. A resolution to authorize a contract with Presidio Networked Solutions, LLC in the amount of \$158,355.05 plus applicable taxes, pursuant to the Tips/Taps Cooperative Purchasing Contract, for the purchase of three (3) nimble storage area network arrays for the enterprise resource planning and public safety system software upgrades, and to approve a budget adjustment.
11. A resolution to authorize a contract with AOS, LLC in the amount of \$71,039.88 plus applicable taxes, pursuant to a State of Arkansas Procurement Contract, for the purchase of six (6) Cisco unified computing system servers to support the enterprise resource planning and public safety system upgrades, and to approve a budget adjustment.
12. A resolution to authorize a contract with Shi, Inc. in the amount of \$100,433.00 plus applicable taxes, pursuant to a State of Arkansas Procurement Contract and the Western States Contracting Alliance Contract, for the purchase of Microsoft, Veeam, and Vmware support software necessary for the enterprise resource planning and public safety system software upgrades.
13. A resolution to authorize a contract with Sweetser Construction, Inc. in the amount of \$7,307,280.00 for the construction of Ruppel Road from Persimmon Street to Martin Luther King, Jr. Boulevard, and to approve a project contingency in the amount of \$730,000.00.

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Final Agenda

Tuesday, August 18, 2015

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2014-0509](#)

APPROVAL OF THE AUGUST 4, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0298](#)**BID NO. 15-37 DONELSON CONSTRUCTION CO., LLC**

A RESOLUTION TO AWARD BID NO. 15-37 AND AUTHORIZE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF \$151,510.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF \$2.78 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,151.00

Attachments:

[2015-0298 Agenda Packet Bid 15-37 Asphalt Microsurfacing](#)

A. 3 [2015-0340](#)**FAYETTEVILLE MUNICIPAL PARKING LOT 1**

A RESOLUTION TO APPROVE LEASE AGREEMENTS FOR FOUR (4) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments:

[Municipal Parking Lot 1_Legistar File ID 2015-0340](#)

A. 4 [2015-0347](#)**CHANGE ORDER NO. 1 LEIGH EARTHWORKS, LLC**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LEIGH EARTHWORKS, LLC IN THE AMOUNT OF \$15,362.00 TO CORRECT THE SLOPE OF EXISTING ACCESSIBLE PARKING SPACES AT THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER

Attachments:

[Legistar Packet - Senior Center](#)

A. 5 [2015-0350](#)**STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE RELOCATION, STARTUP AND EXPANSION OF COMPANIES IN THE ECOMMERCE AND RETAIL TECHNOLOGIES INDUSTRY IN THE CITY OF FAYETTEVILLE, AND TO SUPPORT THE APPLICATION OF OVERDRIVE BRANDS FOR A STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

Attachments:

[2015-0350 Agenda Packet OverDrive Brands](#)

A. 6 [2015-0363](#)**BID NO. 15-45 HI-LITE AIRFIELD SERVICES, LLC**

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

Attachments:

[2015-0363 Hi-Lite Airfield Services Agenda Packet](#)

A. 7 [2015-0364](#)**SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF INTENT TO ACCEPT SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Attachments:

[2015-0364 SNAP Grant Packet - 8.18.15 Council Mtg](#)

[DC TO MAYOR AND CC RE HUD SNAP GRANT PROGRAMS LETTER OF IN](#)

A. 8 [2015-0365](#)**ARKANSAS HISTORIC PRESERVATION PROGRAM GRANT**

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, FOR THE HIRING OF A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND FOR REPAIR AND RECONSTRUCTION OF FENCING AT OAKS CEMETERY; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2015-0365 15-5162 CC RES](#)[2015-0365 15-5162 Agenda Packet](#)[Additional BA Historic Preservation Grant for 2015](#)**B. Unfinished Business:****B. 1** [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:[15-5044 CC EX A & EX B](#)[15-5044 CC reports](#)[RZN 15-5044 \(4065 E. Huntsville Rd. The Plaza\) Hall Estill Letter](#)

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting. At the August 4, 2015 City Council meeting, this ordinance was tabled to the August 18, 2015 City Council meeting.

B. 2 [2015-0316](#)**ARKANSAS LEGACY LLC APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5066, FOR APPROXIMATELY 3.98 ACRES, LOCATED AT 1338 AND 1326 W. CLEVELAND STREET FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO DG, DOWNTOWN GENERAL SUBJECT TO A BILL OF ASSURANCE

Attachments:[15-5066 EX A & B](#)[Exhibit #4 Revision 3 - 071715](#)[15-5066 Full Report](#)[B.2 Additional Arkansas Legacy](#)[Arkansas Legacy Rezone Brian Teague Email](#)[Kit Williams Legacy Rezoning Appeal Considerations Memo](#)

At the July 21, 2015 City Council meeting, this ordinance was left on the first reading. At the August 4, 2015 City Council meeting, this ordinance was left on the second reading.

C. New Business:**C. 1** [2015-0357](#)**RFP NO. 14-11 NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AWARD RFP NO. 14-11 AND AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$813,651.00 TO UPGRADE THE CITY'S ENTERPRISE RESOURCE PLANNING SYSTEM, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$840,500.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$147,000.00

Attachments:[SRF-ERP New World 2015-0357](#)

C. 2 [2015-0353](#)**NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$1,184,576.00 TO UPGRADE THE CITY'S PUBLIC SAFETY SOFTWARE FOR POLICE, FIRE AND AFTER HOURS CITY-WIDE SERVICES, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$846,675.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,000.00

Attachments:[2015-0353 New World Public Safety Software Agenda Item](#)[BA New World Systems AEGIS 2015-0353.xlsm](#)[Additional_PO_New World Systems AEGIS 2015-0353](#)**C. 3** [2015-0360](#)**PRESIDIO NETWORKED SOLUTIONS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN THE AMOUNT OF \$158,355.05 PLUS APPLICABLE TAXES, PURSUANT TO THE TIPS/TAPS COOPERATIVE PURCHASING CONTRACT, FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK ARRAYS FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[BA Presido 2015-0360.xlsm](#)[2015-0360 ERP Storage Hardware PRESIDIO Agenda Packet](#)**C. 4** [2015-0359](#)**AOS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH AOS, LLC IN THE AMOUNT OF \$71,039.88 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT, FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM SERVERS TO SUPPORT THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM UPGRADES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2015-0359 SRF-ERP Server Hardware AOS](#)[BA_AOS 2015-0359.xlsm](#)

C. 5 [2015-0361](#)**SHI, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SHI, INC. IN THE AMOUNT OF \$100,433.00 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT AND THE WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF MICROSOFT, VEEAM, AND VMWARE SUPPORT SOFTWARE NECESSARY FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES

Attachments: [2015-0361 SRF-ERP Server Software SHI](#)

C. 6 [2015-0351](#)**SWEETSER CONSTRUCTION, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF \$7,307,280.00 FOR THE CONSTRUCTION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$730,000.00

Attachments: [Legistar 20150 351 Sweetser Contract](#)
 [2015-0351 PURCHASE ORDER Rupple 07292015](#)

C. 7 [2015-0354](#)**VAC 15-5116 (808 N. HIGHLAND AVENUE)**

AN ORDINANCE TO APPROVE VAC 15-5116 SUBMITTED BY JOSEF TUCKER FOR PROPERTY LOCATED AT 808 N. HIGHLAND AVENUE TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments: [2015-0354 15-5116 CC EXHIBITS](#)
 [2015-0354 15-5115 Agenda Packet](#)

C. 8 [2015-0356](#)**R-PZD 04-06.00 (RUPPLE ROW)**

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 04-06.00, RUPPLE ROW, CONTAINING APPROXIMATELY 41.70 ACRES, TO MODIFY THE ZONING OF THE DUPLEXES AND TRIPLEXES ON WORDSWORTH LANE TO ALLOW UP TO FOUR UNRELATED PERSONS TO LIVE IN EACH DWELLING UNIT

Attachments: [2015-0356 15-5135 Agenda Item](#)
[Additional POA Board Letter](#)

C. 9 [2015-0355](#)**AMEND CHAPTERS 151 AND 163**

AN ORDINANCE TO AMEND CHAPTERS 151 AND 163 OF THE UNIFIED DEVELOPMENT CODE TO MODIFY BED AND BREAKFAST DEFINITION AND USE CONDITIONS

Attachments: [2015-0355 15-5111 Agenda Packet](#)

D. City Council Agenda Session Presentations:**D. 1** [2015-0366](#)

SPRING STREET MUNICIPAL PARKING DECK-CONSTRUCTION
UPDATE

E. City Council Tour:**F. Announcements:****G. 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 479-575-8330.

A copy of the complete City Council agenda is available at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.

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

Budget Year	Division: City Planning	Adjustment Number
2015	Dept.: Development Services	
	Requestor: Jesse Fulcher	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Certified Local Government (CLG) grant funds in the amount of \$500.00 for travel and training, \$5,000.00 to hire a qualified consultant to research and catalog historic structures, and \$7,650.00 to repair and reconstruct fencing at Oaks Cemetery.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/18/2015
	LEGISTAR FILE ID#:	2015-0365
	<i>Barbara Fell</i>	
	<i>8/10/2015 10:33 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	13,150	13,150					v.20150402
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.0001.4302.01	-	13,150	36024	1501	RE	State Grants - Operational	
1010.6305.5304.00	500	-	36024	1501	EX	**Travel & Training	
1010.6305.5315.00	12,650	-	36024	1501	EX	**Contract Services	
	-	-					
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City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: 		Date: 7/30/2015	
							P.O Number: 			
Vendor #: 236			Vendor Name: New World Systems				Mail ☒ YES ☐ NO		Legistar#: 2015-0353	
Address: 888 W Big Beaver Ste 600					FOB Point: 		Taxable ☐ YES ☒ NO			
City: Troy			State: MI		Zip Code: 48084		Ship to code: 		Expected Delivery Date: 	
Requester: Jamie Fields					Requester's Employee #: 303		Quotes Attached ☒ YES ☐ NO			
					Extension: 3500					
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Base Software (AEGIS)	1	EA	612,396.00	\$612,396.00	4470.9470.5801.00	14009.2000			
2	Implementation Services (AEGIS)	1	EA	416,400.00	\$416,400.00	4470.9470.5801.00	14009.2100			
3	3rd Party Products and Services (AEGIS)	1	EA	65,780.00	\$65,780.00	4470.9470.5801.00	14009.2200			
4	Travel (AEGIS)	1	EA	90,000.00	\$90,000.00	4470.9470.5801.00	14009.2300			
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: Software upgrade to existing New World software which is excluded from State of Arkansas competitive bidding requirements.							Subtotal: <u>\$1,184,576.00</u> Tax: <u>\$0.00</u> Total: <u>\$1,184,576.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

July 10, 2015

To whom it may concern,

I am writing in my capacity as president of the Ruppel Row Property Owners Association regarding the duplex homes on Wordsworth Ln. that Mr. Kimbel has built and rented since 2013. To date, I am not aware of any major violations of the POA covenants or city code related city services, and to my knowledge, Mr. Kimbel's duplex homes have operated well within our established neighborhood covenants.

In more recent phases of building, Mr. Kimbel has been mindful to include extra space for tenant parking, which when coupled with the available on-street parking, has alleviated any potential parking issues. Moreover, Mr. Kimbel employs a rental manager to ensure that residents comply with neighborhood regulations. Our experience with Mr. Kimbel's management team has been nothing but positive and we have found them to be very responsive.

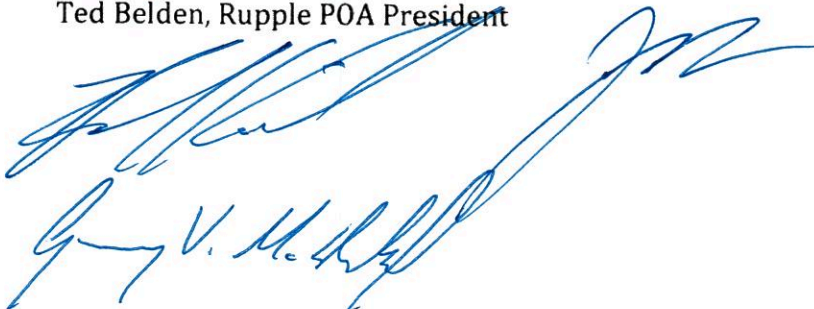
It is the opinion of the POA that Mr. Kimbel's properties have not only been a significant positive impact to the neighborhood, they have also strengthened our community. With his support, the POA has been able to pursue a number of important improvement projects, including the purchase and placement of new mailboxes and the installation of trees throughout the entire PZD. His investment in the neighborhood have also invigorated interest in the Ruppel Row PZD, and as such, we have been fortunate to see a number of new homes completed within the last two years.

From my perspective, as POA President, there is no question that Mr. Kimbel's properties should be allowed to continue to operate, as they have for some time, within the Ruppel Row PZD. Should you have further questions about Mr. Kimbel's properties or about the Ruppel Row POA, please do not hesitate to contact me.

Sincerely,


Ted Belden, Ruppel POA President





Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
August 4, 2015**

A meeting of the Fayetteville City Council was held on August 4, 2015 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Alderman Justin Tennant and Alderman Martin Schoppmeyer

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 July 21, 2015 City Council meeting minutes.

Approved

Bid No. 15-27 Austin King, Inc. D/B/A King Electrical Contractors: A resolution to award Bid No. 15-27 and authorize a contract with Austin King, Inc. D/B/A King Electrical Contractors, Inc. in the amount of \$82,700.00 for the purchase and installation of electrical busways at the Noland Wastewater Treatment Plant, and to approve a project contingency in the amount of \$8,270.00.

Resolution 127-15 as recorded in the office of the City Clerk

Bid No. 15-41 Bulk Crushed Rock Salt: A resolution to award Bid No. 15-41 and authorize the purchase of bulk crushed rock salt from Central Salt, LLC as primary supplier and Oakley Fertilizer, Inc. as secondary supplier for materials delivered, and Oakley Fertilizer, Inc. as primary supplier and Central Salt, LLC as secondary supplier for materials picked up, for varying unit prices as needed through the 2015-2016 winter season.

Resolution 128-15 as recorded in the office of the City Clerk

Riggs Cat of Springdale: A resolution to authorize the purchase of three (3) 2015 Caterpillar 420F2 backhoes from Riggs Cat of Springdale, Arkansas in the total amount of \$286,007.58 pursuant to a National Joint Powers Alliance Cooperative purchasing agreement for use by Transportation Services, Parks and Recreation, and Water and Sewer Operations.

Resolution 129-15 as recorded in the office of the City Clerk

Williams Tractor of Fayetteville: A resolution to authorize the purchase of two (2) 2015 Bobcat E45 T4 Excavators from Williams Tractor of Fayetteville, Arkansas in the total amount of \$118,800.00 pursuant to a National Joint Powers Alliance Cooperative purchasing agreement for use by the Transportation Services Department, and to approve a budget adjustment.

Resolution 130-15 as recorded in the office of the City Clerk

Ranger's Pantry and Community Development Block Grant Program Income: A resolution to approve a budget adjustment in the total amount of \$20,910.00 representing donations to Ranger's Pantry and Community Development Block Grant program income received from housing lien payoffs and the sale of public facilities equipment.

Resolution 131-15 as recorded in the office of the City Clerk

Arkansas Department of Parks and Tourism's Outdoor Recreation Grant: A resolution to authorize an application for a 50/50 matching grant, through the Arkansas Department of Parks and Tourism's Outdoor Recreation Grant Program, in the amount of \$150,000.00 for the construction of playground and parking improvements at Wilson Park.

Resolution 132-15 as recorded in the office of the City Clerk

Paymentus Agreement: A resolution to approve a two (2) year Master Services Agreement with Paymentus Corporation to upgrade the city's electronic utility bill payment services for an initial setup fee of \$15,000.00 and an estimated cost of \$35,000.00 per year.

Resolution 133-15 as recorded in the office of the City Clerk

Habberton Road Water Main Construction: A resolution to express the City Council's agreement that the city should facilitate the construction and financing of a water main along Habberton Road by accepting debt service payments as part of the customers' water bills and remitting those payments to the financing entity.

Resolution 134-15 as recorded in the office of the City Clerk

2016 Employee Benefits Package: A resolution to approve the 2016 employee benefits package.

Resolution 135-15 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

Unfinished Business:

RZN 15-5044 (4065 E. Huntsville Rd./The Plaza): An ordinance rezoning that property described in Rezoning Petition RZN 15-5044, for approximately 16.02 acres, located at 4065 E. Huntsville Road from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units Per Acre, NS, Neighborhood Services, and CS, Community Services. ***At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting.***

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

Robert Rhoads, Hall Estill Law Firm: I represent the developer. The twelve acre portion has been reclassified to request Neighborhood Conservation instead of RSF-7. Neighborhood Conservation allows for ten lots per acre, however the developer will enter into a Bill of Assurance to limit the number of lots at fifty-seven or 4.7 lots per acre. This is compatible with the surrounding area. This is the type of project that the city is looking for when it talks about infill. The Planning Department supports the project at the 4.7 acres per lot request. In addition, the developer will add five other promises on a Bill of Assurance that speak not only to the Single Family twelve acres, but also the Residential Office and the Community Service portions of the zoning request. Those contractual promises are: a gas station will not be built; there will be three points of ingress and egress plus a stub out on the east; the developer will pay his fair share of any

future traffic signal when one becomes warranted by the State Transportation Department; the developer will pay his fair share of work to alleviate an off-site drainage issue that the city and developer had planned on fixing as stated in the original 2008 PZD; and the developer will pay a reasonable amount to restripe a third turning lane to serve the main entrance of this particular development. The developer owned this property before it was a PZD, but unfortunately due to the economy downturn, he couldn't develop it and it has expired.

Alderman La Tour: Why was the original zoning not adequate for what he wanted to do?

Robert Rhoads: The original zoning was for RSF-7 and the developer indicated that he would only develop it to the tune of fifty-seven lots which is the same thing we are asking for today. Today we are asking for the Neighborhood Conservation which the developer feels to be a better fit for that neighborhood.

Alderman La Tour: In the original zoning there's a residential zoning, now we're moving into a zoning that would allow some commercial development?

Robert Rhoads: The original PZD was pretty much like it is now, except it was denser. The original zoning request was exactly like it is today except for the fact it's Neighborhood Conservation on those bottom twelve acres.

City Attorney Kit Williams: I appreciate that Mr. Rhoads has brought in a letter with some of his desire to provide us with a Bill of Assurance. Until we have a signed Bill of Assurance in front of the City Council, you can't rely on it for zoning decisions. In my recent memo to you, I repeated that compatibility is probably the most important factor. I listed twelve factors, including traffic. I did not put grading and drainage because that is a development issue, not a zoning issue. I would encourage you not to look at the plat. A plat is a development decision. If you want to consider the factors and conditions that have been suggested by this applicant then tonight is not the night. It will need to be tabled so a Bill of Assurance could be done and signed by the proposed developer. This is an expired land zoning district, which means nothing can be built on that land. I don't like that. It needs to be zoned something.

Alderman Petty moved to table the ordinance to the August 18, 2015 City Council meeting. Alderman La Tour seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

This Ordinance was Tabled to the August 18, 2015 City Council Meeting.

Arkansas Legacy LLC Appeal: An ordinance rezoning that property described in Rezoning Petition RZN 15-5066, for approximately 3.98 acres, located at 1338 and 1326 W. Cleveland Street from RMF-24, Residential Multi-Family, 24 units per acre and RSF-4, Residential Single-Family, 4 units per acre to DG, Downtown General subject to a Bill of Assurance. ***At the July 21, 2015 City Council meeting, this ordinance was left on the first reading.***

Alderman Long moved to suspend the rules and go to the second reading. **Alderman Petty** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

City Attorney Kit Williams read the ordinance

Jeremy Pate, Director of Development Services stated the applicant requested this item to be considered August 18, 2015.

Alderman Long: I know we have quite a few constituents here tonight that may like to speak on the matter since it's only on the second reading.

Brian Teague, Community by Design: I am representing the owners of the property. We are working on different zoning options and have requested that the Council give us a little bit more time to work on that.

City Attorney Kit Williams: Will you have enough time if it's just at the next meeting, or do you want to table it beyond the next meeting?

Brian Teague: We would prefer to table it to the next meeting.

Alderman Long: This is an appeal from the Planning Commission to Downtown General. If there was a new type of rezoning requested, that would need to go back through the process of the Planning Commission and Planning staff.

City Attorney Kit Williams: The City Council has a lot of authority in this area and can refer it back to Planning Commission if you feel that's necessary, but certainly don't have too.

Alderman Long: In order to maintain the integrity of our process, by sending it back to Planning at this point for a different type of zoning, the neighbors wouldn't receive the full notifications that they normally do. It would be better for the developers to get a vote on the Downtown General zoning, and if it was denied then they could submit a new packet.

Mayor Jordan: Do you want to weigh in or hear from the neighbors first?

Alderman La Tour: I know how the neighbors feel. This is a legitimate dilemma for myself. Unless you are asking for a nuclear waste dump or a junk yard, I'm going to go with the landowner and his request. The landowner assumes the risk, puts in the time and effort, it's his/her money they're risking, they pay the taxes, and they do everything. If they build something crummy, nobody is going to want to buy or rent it. I've heard from neighbors. I too have concerns about bringing in a Downtown General classification out of the Downtown Area. If it comes to an up or down vote, I'd be voting against the proposal tonight. Speaking with both neighbors and developer, both sides are fairly close at arriving at the same conclusion. I'd like to see them have another two weeks to work together and have a dialogue.

Alderman Marsh: As far as sending it back to the Planning Commission, we didn't propose to do that at the last zoning change. I don't feel that it's necessary.

Archie Schaffer, 1404 West Cleveland spoke in opposition of the ordinance and wants to hear what the developer has to say in two weeks.

George Hamilton, 1400 West Cleveland spoke in opposition of the ordinance.

Susan Gardner, 909 Hall spoke in opposition of the ordinance.

Alderman Long: Since January 24th, there have been multiple meetings with the neighbors. I think what my constituents would like for me to communicate is that if we are going to consider other types of zoning for this project, that we do so in a separate consideration than the appeal of the Planning Department.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Kinion seconded the motion. Upon roll call the motion failed 2-4. Alderman Kinion and Long voting yes. Alderman Marsh, Petty, La Tour and Gray voting no. Alderman Tennant and Schoppmeyer were absent.

This Ordinance was Left on the Second Reading

City Council's Intention to Purchase the Fayetteville Chamber of Commerce Building: A resolution to express the City Council's intention to investigate a possible purchase of the Fayetteville Chamber of Commerce building on Mountain Street. ***At the July 21, 2015 City Council meeting, this resolution was tabled to the August 4, 2015 City Council meeting.***

Alderman Gray: We went on an excellent tour yesterday on both buildings. This is something we need to look at and consider.

Alderman Kinion: This is just a request to gather information, not a request to buy the building. The tour did add additional information that I thought was valuable.

Alderman Petty: I put together a quick financial analysis on it and it seems fine. The Mayor has already had the staff put a bit of time into this. The only compelling reason I can come up with is that it is contiguous with some of the other properties you own. I don't think it's worth the time to investigate more because we have enough land down here, where if we did have a need in the future, we could meet that need.

Alderman Marsh: I did attend the tour yesterday, it was very helpful. I'm going to have to agree with Alderman Petty about not wanting to invest more staff time in this. The administration has investigated the possibility very sincerely. The suggestion was to potentially move some of our Police Department into the building. After touring their facility yesterday and seeing the amount of technology that is integrated into their space, it was be a major undertaking to transfer that into the new facility. When the Chief says it's not the right fit, I take a lot of stock in that opinion. I

have other priorities for our reserve funds right now. We are going to see a lot of other needs in our community coming up. We need a vital Downtown area and that includes making that space more for retail or restaurant space.

Lorraine O'Neal spoke in opposition of the resolution.

Alderman Long: I appreciated the intent with this resolution to ask administration to study it further. We got a lot of really good information while we were on the tour. There were a lot of costs and things about the building that didn't fit with what we need. That would be a great property to have for the City of Fayetteville in the future, but I'd like to leave our reserve funds where they are. I'm not going to be supporting the resolution, but that's not because I didn't support the intent originally of it. Thank you both for your time you spent on this.

Alderman Gray: I am going to vote for it. In our brief discussion last week there were several good ideas that came up that the building could be used for. As Alderman Kinion said, it is connecting a connecting property.

Alderman Kinion: Due to the location of the property, it seemed valid to investigate the value to the city, both in the short run and in the long run. That was the intent of the resolution. It is a valuable property with the potential for generating income if it's managed properly.

Alderman Long: The resolution is only asking the City Administration to examine the possible purchase or acquisition. On the tour, they did mention leasing the facility. If we were to lease this facility with an option to purchase after a number of years, what would we do with that? Would we be able to cash flow the building on a rental basis without exposing ourselves to too much risk?

Paul Becker, Finance Director: We don't have the expertise to manage that. We would have to contract somebody into managing it and marketing it. Once you do that, you always assume the market risk. If in fact we couldn't rent it or rent it for the cost of it, that would be a risk we would take on. As far as funding it, we would have to fund it out of reserve.

Alderman Kinion: I will refer to the language we used, to purchase not to lease.

Alderman Gray moved to approve the resolution. Alderman Kinion seconded the motion. Upon roll call the resolution failed 2-4. Alderman Kinion and Gray voting yes. Alderman Marsh, Petty, La Tour and Long voting no. Alderman Tennant and Schoppmeyer were absent.

This Resolution Failed

New Business:

Kessler Consulting Amendment No. 1: A resolution to approve amendment No. 1 to the contract with Kessler Consulting, Inc. in the amount of \$39,980.00 for assistance with the design and

implementation of a commercial food waste pilot program and a single stream recycling pilot program, and to approve a budget adjustment.

Jeff Coles, Recycling & Trash Collection Director: The Recycling & Trash Collection Division entered into a contract via resolution in September of last year with Kessler Consulting to develop a ten year master plan which became the Waste Reduction Diversion and Recycling Master Plan. It was to increase and obtain a fourfold increase in our waste diversion, which diversion being diverting waste from the landfill. When the waste audit was conducted, that became the emphasis for a lot of discussion and the proportion amounts of certain elements in our waste stream that we're not recovering. There was an effort to see what was available to us and the possible pursuit of pilot programs for commercial food waste to integrate into our existing composting system, and also a residential recycling pilot. This was not in the original scope of work under the contract with Kessler for the master plan.

Alderman La Tour: You mentioned in your presentation a fourfold diversion rate. What is that current diversion rate?

Jeff Coles: Approximately, 20%.

Alderman La Tour: Fourfold would be 80%?

Jeff Coles: That's correct.

Alderman La Tour: I understand the philosophy of going to a single stream diversion rate with food waste from the university. I would like to be able to vote for this, but I'm concerned that there may be a hook in the worm. I'm concerned about coercion of our citizens. To obtain an 80% diversion rate, I'm not sure we can get there on a strictly volunteer basis. Before I can vote for a proposal like this that would obviously make a lot of sense, I want commitments from our Council saying we are going to educate, we are going to persuade, but we will not coerce people to obtain this fourfold diversion rate.

Jeff Coles: You just mentioned that these pilot projects could be valuable to us, and we believe they will be from the standpoint of the data we derive information and what we're able to do.

Alderman Long: What materials recovery facilities or sorting facilities have we been in contact with or are meeting with?

Jeff Coles: There are representatives here tonight with Harmon Recycling. They are a potential partner in the pilot program on the residential recycling.

Alderman Long: Would that be the only market we would be in contact with for the single stream program?

Jeff Coles: With respect to this particular effort, as far as initiating a pilot program, we've had very positive response from them. There's not necessarily that potential with others, at least that I'm aware of.

Alderman Long: We had talked a little bit and you had mentioned Georgia Pacific was one of the companies that are building materials recovery facilities all around the country. Is that something that may be coming to this region? They buy all our paper?

Brian Pugh, Waste Reduction Coordinator: They buy mixed paper and some of our cardboard.

Don Marr, Chief of Staff: I want to make a comment about processor versus commodity selling. You can have multiple places that you go too, to push your commodity, in terms of sale that are outside your processor. We are the single processor. The city of our current recycling program, but Brian markets to multiple markets to get the best price. The part with this pilot is because we don't want to put the whole city on it and find out it was a plan to use a 1,000 households and to find a processor that would be willing to do that at a cost. If we decided to go down this road it would have to be a bid process because of the dollars involved. In that particular case, the processor would have to be selected and a RFP written to ensure the things we know are important to our citizens and our Mayor. We have been touring facilities. We have seen some very poor ones and we have seen some very good ones.

Alderman Long: In Fall of 2012, the city collected a lot of three through seven plastics and that was because the person we were sending it too stopped taking it. I don't want that to happen again. If we get involved with one facility who is taking our trash, because it's all mixed together, who is going to pick it up without that second contract?

Jeff Coles: I understand that concern. I go back to this effort to gain whatever knowledge and data we can via these pilot programs. As far as assurances contractually and the perpetuity of a program, I would imagine that would have to be vetted as far as that contractual obligation and securing. From a financial standpoint, and any assurances, I don't know at this point.

Alderman Long: I wish those were things we could find out in moving forward with a pilot where we are actually collecting materials. More transparency in the process should be there, as far as collection and where it is going.

Jeff Coles: Those are things we will be working on. We will be investing time and effort into making determinations to gain information.

Alderman Long: Is that information we can find out in two to four weeks?

Alderman Kinion: What we are talking about tonight as a result of the audit, is that we need to add another component to the Kessler study so that we can answer those questions you are asking. We don't have the answers yet because it is part of the study that we have funded. What we are considering tonight was the result of the waste audit which was already part of the process. We don't have the information. We are paying to gather the information. We are adding another element to have more complete data so that the answers can be more completely presented and we can understand the bigger picture when we get the report from Kessler Consulting. If you look at the waste audit, one of the things we have to look at in order to reach our lofty goals is the value of diverting commercial food waste. It will be integrated into the larger study where we will have a lot of information so that we can make determinations of how to move forward.

Terry Gulley, Transportation Services Director: Over a year ago we brought up the 80% diversion as a lofty goal. Through evaluations and what we have found from the food in the waste audit was potential other things we could recycle. We are trying to gather as much information as possible so that we can answer all the questions. The processor we are looking at now has indicated to us that they don't have the capacity to take all of this. In the meantime, Harmon Georgia Pacific gave us interest in doing that and working with us and give us this option to come up with this evaluation in the short term. We are hoping in 60 to 90 days will lead us to have some understanding of what additional material we might be able to do. Our consultant has told us if we meet the goal of 80% that we will be the number one recycling city in the country.

Alderman Long stated he hoped that we had learned information from the pilot that the city did in 2012.

Tiffany, 105 North Willow Street: Has dual stream been considered?

Jeff Coles: Dual stream has been discussed.

A discussion followed about pilot programs.

Fran Alexander, Fox Hunter Road stated in reference to the pilot programs she does not have any problem with the food waste. She stated if as a community we commit to our value of saving resources, then we would be directing our programs to that. She stated if we are simply tasking others to get rid of it for us, they have not included a pilot program for extensive value research of what the community wants. She stated when you lose quality, you lose market.

Rob Moore, Boston Mountain Solid Waste District stated it is imperative from a regional standpoint that Fayetteville is looked at as a beacon throughout this process. He stated that we are halfway through the process of gathering data. He believes it is the best and first real localized recycling data. He spoke in favor of the resolution.

Marilyn Braswell stated when she puts her recycling out at the curb, she wants to know that it is all going to be recycled.

Lorraine O'Neal, 3001 West Wedington stated single stream is a good idea. She stated it would be good to move forward on this without trying to bog it down with more information. She stated at some point the information becomes overwhelming and can't make sense of it.

Dana Smith, 2832 North Centerwood, Fayetteville Public School teacher stated the school district has a 30% waste diversion rate. She stated that food waste is one of and possibly the largest component of the remaining waste stream that is going to the landfill. She stated approving the pilot program would be beneficial for necessary data to make informed decisions in the future.

Mayor Jordan: Are Fayetteville Public Schools doing single stream?

Dana Smith: We participate with the City of Fayetteville recycling.

Louise Mann, Gray Avenue stated it is good that we recycle plastic, but it would be better to reduce the use of it to keep it out of the ocean. She stated the problems of recycling are global and local. She stated falling oil process, a strong dollar, and a weakened economy in China have sent prices for American recyclables plummeting worldwide. She encouraged the City Council to maintain control of the resource streams, so that it does not become a waste stream. She requested for the City Council to consider a pilot program to be done on dual stream.

Alderman Kinion referred to the RFP and stated that the city's study is much broader than that. He discussed the major points of the study. He stated that the Council was looking at a very broad array of options, not only single stream.

Kim Johnson, Director of Chartwells Dining Service at the University of Arkansas stated diverting food waste from the landfill is very important. She stated they are trying to achieve a zero waste campus by 2020. She stated she was happy to be a part of the discussions with the City of Fayetteville on the pilot program.

Alderman Kinion: Thank you to Chartwells for being so kind to let us utilize your trash collection.

Kim Johnson: We're doing other things on the campus to reduce food waste. We are partnering with Razorback Recycling to distribute unserved food to our campus pantry and agencies in the City of Fayetteville. The food waste right now in the pilot program is production waste. We hope to achieve post-consumer at some point. We serve a little over 1.3 million meals a year on campus.

Peter Tonnessen, 3500 Hearthstone Drive stated he supported the city's efforts at recycling. He said there is a value in keeping the citizens involved in the process.

Garnett Wise, 3190 North Sheryl, industry representative for the Environmental Action Committee stated he supported the on-going study with Kessler and applauded the city for taking a leadership stance. He continued to speak in support of the resolution.

John Coleman, Citizen of Ward 2 stated he was encouraged with the city's leadership. He continued to speak in favor of the resolution.

Aubrey Shepherd, South Duncan Avenue agreed that something needs to be done about food waste. He stated that he doesn't think we need to discuss single stream again.

Alderman Long: If a single stream pilot was initiated with the City of Fayetteville, would that be a similar pilot to what you do with your commercial recycling?

Chuck Schmidt, GP Harmon representative: No, it would not. Our commercial recycling is large volumes and bales of cardboard, plastic, mostly post-industrial plastics.

Alderman Long: Like sandwich bales?

Chuck Schmidt: Yes, exactly. A single stream pilot would entail us using an intermediary processor. We're willing to participate at the local level to be a consolidator of the pilot material.

Alderman Long: When it comes to information that comes back to the cities from the materials recovery facilities or secondary processors, I understand that GP is a secondary processor, would GP Harmon be willing to give the city all that information, complete, and transparent?

Chuck Schmidt: Absolutely. The hallmark of our participation in the pilot would be a complete transparency of what we've received and working closely with the actual processors. I want to be clear, we do not have a single stream system here in Fayetteville. We would be engaging with another entity to process the material. We would engage and contract with that entity to make sure there is a transparent avenue back to the city and this Council.

Alderman Long: Who do you think that would be?

Chuck Schmidt: We've got a couple of options that we are weighing right now. We want to see where the pilot ends up tonight before we engage any further.

Alderman Long: Who are the couple of options?

Chuck Schmidt: One is Midwest Shredder, and is probably the most likely candidate we have. There are others that we have in mind.

Alderman Long: You said there are a couple and Midwest Shredder is the most likely?

Chuck Schmidt: I would say at this point there are others we are looking at. We really want to see where the Council ends up tonight.

Alderman Long: Would third party audits be allowed with your materials recovery facility that you would have or contract with and the secondary processors that it may go to?

Chuck Schmidt: Yes. We would be working very closely with Kessler to make sure and to participate in those audits to the extent that they'd want us to participate.

Alderman Long: Usually when you do a pilot program, the end goal is to evaluate if it is reasonable to move forward with a program. If it were reasonable to move forward with a program, are the single stream secondary processors and the materials recovery facilities that you've worked with willing to share that data with the cities and have third party audit?

Chuck Schmidt: You're speaking of post-pilot?

Alderman Long: Yes.

Chuck Schmidt: Our plan would be to look at the potential for starting up a plant here, so we would be the processor. We do not have a system in place in Fayetteville to process the material. I don't want to speculate too far, but if the pilot was successful and we were invited to participate

in a sourcing event to see if we could be the ultimate processor here, we would offer up the transparency and the audit you are referring too.

Alderman Petty: About a year ago Mark Kinion and I wrote the resolution that kicked all of this off. We caught some flak from the paper and had some hard questions from the other council members, specifically about the 80% goal. I decided to go with the 80% goal because I wanted to make it a “SMART Goal,” which is specific, measurable, attainable, results focused and time bound. We wanted to put a date on it, 2025. I stand by that and think it was the right way to do it. When we wrote the resolution we put that education was the highest priority, because it has to be. We included all those other things because it’s not enough. A lot of times we underestimate the scale of this problem. What I’ve come to believe, on average, single stream is terrible. Mostly old systems where people got into it with poor expectations, got into it too quickly, and didn’t study it. Now after two to three decades later we are starting to see those ramifications in the market at scale. I support this idea of a pilot because I’ve seen examples of programs that aren’t in the red, of programs that are safe, of programs that have contamination rates on par with our current system.

Alderman Marsh: We’re seeing a demographic shift in this city. I’ve heard a certain disdain for the student housing and there’s long been this idealism of the single family residence. The reality is that our demographics are shifting and the single family residence is no longer appropriate for a large segment of our population. Currently our curb sort recycling method is not appropriate to serve these other type of developments. We have to find another solution and that may be shift to single stream, maybe it’s a hybrid system. We don’t know the best solution until we do some investigating. Right now our recycling workers are out there at the curb in 100 degree weather, in 60% humidity, in winter and ice storms sorting trash. When I’ve been to a materials recovery facility line, I’ve seen sort lines that are ergonomically designed that have a reasonable degree of temperature control and more safety considerations.

Alderman Long: I really do support this commercial food waste pilot program. I wish we were voting on these two separately. I can’t support a single stream pilot in the City of Fayetteville until we have detailed education plans first. We need to lay out the percentage of commodities that we say are going to be recycled first. We need to have it in the resolution that we need third party audits. We need to understand worker safety a little bit better. We need to make sure we have 100% transparency for all materials recovery facilities and secondary processors, which is something we don’t have in writing yet.

Don Marr: Alderman Kinion hit a very important point and that is we are trying to study all of the options. We still, as staff, have a lot of questions about any system that we design. We have questions about the rate structure of a system. The items that the Council is talking about that the city should have been looking at when we passed the resolution are things we are actively involved with regularly. We sell commodities, we subsidize rates in the city by selling what we used to pay to throw away. We aren’t interested in going to a single stream process that takes that away where we pay someone to process it and don’t get the commodity sell back to subsidize our rate. That’s a part of the study. While we don’t have a perfect program, we are one of the only cities that commits dollars per household for education. That’s a part of this. Policy is a part of this. Some of you want no policy, some of you want more policy. This is a comprehensive study.

Alderman Kinion: It's real easy to say we don't want to look at single stream because of the data we know about. Wouldn't it be nice to have local information to see specifically how we can support that argument one way or the other? From arguments heard tonight, the food waste pilot does have pretty good support. If you are wondering about the single stream element, in order to have real, accurate, complete, comparative data, I endorse having a local, controlled pilot so we can see if there is a shred of evidence of some unserved part of our current system that might benefit from the single stream.

Alderman La Tour: I wish I could vote for this, it sounds like a good deal. One of the people that spoke tonight mentioned recycle police. Alderman Petty admitted that education alone won't do the job. The question in my mind is, are we going to result to coercion or manipulation? I'd be glad to vote for this to learn, to gather the data if I could get commitments out of this group that says we will not manipulate our citizenry. Educate, persuade, talk about it, or hold public meetings.

Mayor Jordan: Jeff, how many households did you say? 1,000 households?

Jeff Coles: 800-1,000 households.

Alderman Petty: I wanted to quickly underscore something Alan said and Don mentioned which is how important transparency is. I hope that as we get specific about this pilot that we can even get down to the level of bin tracking, end to end.

Mayor Jordan: As you know, I haven't been real crazy about single stream recycling. This administration has been charged with the goal of 80% diversion by 2025. You all pass the legislation and we try to adhere to that the best we can. I've been very concerned about food waste. Council passed to do a \$200,000 study and we need about \$39,000 to finish the study. The main thing I want to know is the data. If single stream is the way to go, I need to know. It is going to take a long term commitment to do this.

Alderman Petty moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 5-2. Alderman Marsh, Kinion, Petty, and Gray voting yes. Alderman La Tour and Long voting no. Mayor Jordan voted yes to pass the resolution. Alderman Tennant and Schoppmeyer were absent.

Resolution 136-15 as recorded in the office of the City Clerk

Uniform Nondiscrimination Protections Special Election: A resolution to approve a budget adjustment in the amount of \$40,000.00 to provide funding for payment of costs related to the Uniform Nondiscrimination Protections Special Election.

Sondra Smith, City Clerk: When you approved the Uniform Nondiscrimination Protections Special Election, you did not approve a budget adjustment to pay for that special election. This is a budget adjustment to pay for the election.

Paul Becker, Finance Director stated the \$40,000 estimated cost was to reimburse the county for election costs, a majority of that being election workers, ballots and advertising a notification as required by law.

Don Marr: The city pays for any election that is held within the city limits, whether it's a Special or General Election.

Alderman Petty: Kit, is this required by law? Do we have an option whether or not we do this?

City Attorney Kit Williams: You all called the election and we have to pay for it. They estimated \$40,000, hopefully it will be less. We have to pay the bill.

Alderman Petty: I figure that's all the discussion that's necessary.

A discussion followed regarding the Rules of Order and Procedure and allowing comments after a motion to approve has been made.

Alderman La Tour: I'm looking at an e-mail from one of my constituents talking about flooding in her yard. We are going to spend \$40,000 on a Special Election that Kit Williams admits that this issue is probably going to be decided by a judge sometime. We have other things we should be spending money on. I understand that if it is state law we have to fund it.

Kyle Smith, 2801 West Dove drive spoke in favor of the resolution.

Peter Tonnessen, 3500 Hearthstone Drive stated he is opposed to the resolution because it is a fraud against the citizens of the city and a waste of their money. He stated this is the same law that citizens rejected last year. He believes it is a law that intends to use the police power of the government to punish people for the exercise of their personal religious faith. He stated his dissatisfaction with City Attorney Kit Williams and the City Council.

Mayor Jordan requested for Mr. Tonnessen to calm down a bit.

City Attorney Kit Williams led a discussion regarding the Rules of Order and Procedure and citizens only commenting on the item that is currently up for discussion.

Lorraine O'Neal spoke in opposition of the resolution.

Laura Phillips, 2055 South Klein: Do we have the money in the budget for this election?

Mayor Jordan: No. We are doing a budget adjustment.

Laura Phillips: We're not going to have to take out a mortgage on the city to pay for it?

Mayor Jordan: No, we can cover it.

Laura Phillips: Thank you.

Alderman La Tour: I understand that you have to keep order in your meeting, but I am appalled that you let other people in the previous discussion go on for twenty or thirty minutes. Mr. Tonnessen wanted to make his points and you shut him off. I think that was unfair and uncalled for. I understand a need for meeting orderliness, but I wish you would've given him more time to make his points. When we shut off debate and tell people they can't speak, that's what leads to violence. I hope in the future we'll show some deference to the citizens' abilities to speak their minds.

City Attorney Kit Williams: The Mayor has shown great patience on this. The rules that were passed by this City Council for the Rules of Order and Procedure says "a concise statement of a person's position on the question under discussion." The only question under discussion was never commented on by Peter Tonnessen, instead it was an attack on an issue that was decided months ago. This is a limited public forum, not an open public forum.

Alderman La Tour: I agree with what Mr. Williams just stated, there's no controversy there. I would like to see a uniform application of that rule. In the previous discussion, people droned on about recycling for twenty and thirty minutes and no one shut them off. When we get to this issue, we have to shut everybody off. It was an inconsistent treatment of the people.

Mayor Jordan: No it's not, John. Under our rules it says we are not to be rude to one another. When I hear comments that the City Attorney has done some kind of masking of some law and when I hear that we have a bad Council, it's a rude and disrespectful comment. All I asked was for him to ratchet it down a little bit and he absolutely refused so I had no alternative than to ask him to take his seat to keep order in the meeting. I have the authority to do that.

Alderman La Tour: I respect your authority.

Alderman Petty moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 5-1. Alderman Marsh, Kinion, Petty, Long, and Gray voting yes. Alderman La Tour voting no. Alderman Tennant and Schoppmeyer were absent.

Resolution 137-15 as recorded in the office of the City Clerk

RZN 15-5103 (1837 W. Mitchell St./Dunn): An ordinance rezoning that property described in Rezoning Petition RZN 15-5103, for approximately 0.23 acres, located at 1837 W. Mitchell St. from RMF-24, Residential Multi Family, 24 units per acre, 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. The Planning Commission voted 7-0 in favor of the rezoning. Staff is recommending support for the ordinance.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the second reading. **Alderman Long** seconded the motion. Upon roll call the motion passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

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 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. **Alderman Tennant** and **Schoppmeyer** were absent.

Ordinance 5788 as Recorded in the office of the City Clerk

ADM 15-5093 (UDC Chapters 161, 164 and 172 – Single Family and Two Family Infill): An ordinance amending Title XV Unified Development Code of the City of Fayetteville to Amend Chapters 161, 164 and 172 to modify the bulk and area regulations to encourage small lot single family and two family infill in multi-family zoning districts and to include minimum design standards for this type of development.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He asked the Council to table the ordinance to September 15, 2015 to allow staff more time to investigate changes to incorporate into the ordinance.

Alderman Marsh: I will be at the Destination Downtown Conference on September 15th. I would like to participate in this discussion and vote.

Jeremy Pate: Two weeks after that would be fine.

Alderman Petty: I absolutely love this ordinance. I think it's something that's been needed for a long time. If I had any complaint at all it would be that so many benefits that are enumerated for small lot development are also true in many of our Single Family districts or Form Based districts. Maybe we should include districts like Neighborhood Conservation or Neighborhood Services if we are going to go through the trouble of making these changes.

Alderman Marsh: The lot minimum width of fifty feet seems quite generous. I would like the staff to examine either eliminating it or ratcheting it down to accommodate smaller housing types.

Alderman La Tour: If we make this change are we saying that the lots have to be small or are we saying you have the option to make them small?

Jeremy Pate: You have an option to make them small.

Alderman Petty moved to table the ordinance to the October 6, 2015 City Council meeting. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

This Ordinance was Tabled to the October 6, 2015 City Council meeting

Repeal Chapter 171 Streets and Sidewalks: An ordinance to repeal Chapter 171 Street and Sidewalks and enact a replacement Chapter 171, Streets and Sidewalks of the Unified Development Code.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance. The Planning Commission recommends approval. The Transportation Committee recommends approval.

A discussion followed about the wording in Section 171.02.

Alderman Long moved to amend §171.02 (D) to remove the words openness and neighborliness. Alderman Petty seconded the motion. Upon roll call the motion to amend passed 5-1. Alderman Marsh, Kinion, Petty, Long and Gray voting yes. Alderman La Tour voting no. Alderman Tennant and Schoppmeyer were absent.

Alderman Petty moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant and Schoppmeyer were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Tennant and Schoppmeyer were absent.

Ordinance 5789 as Recorded in the office of the City Clerk

Announcements:

Don Marr: The last Gulley Park Concert Series is Thursday, August 6th at 7:00 p.m. The band is Fast Times, and it's your chance to pull out all your '80's wear. It's an '80's night cover band. The city is hosting an input session to review the design concepts of College Avenue improvements on Tuesday, August 11th from 4-7 p.m.

Alderman La Tour: Next Tuesday night at the University Baptist Church at 7 p.m. there will be a meeting of people who are for Free Fayetteville. They are featuring a couple from Oregon who were put out of business by a similar ordinance to what we are going to vote on in September.

Alderman Long: The Omni Center for Peace Justice Ecology will have an education seminar on August 13th from 6:30-7:30 p.m. at the Fayetteville Public Library in the Walker Room.

Alderman Marsh: Energize Southside is hosting a Four-Points Revitalization Workshop with Main Street Arkansas program on August 13th from 5:30-7:30 p.m. at Christ's Church.

City Council Agenda Session Presentations:

Agenda Session Presentation - Willow Bend Project Update, John Anderson.

City Council Tour:

Monday, August 3, 2015 Chamber Building and Police Department.

Adjournment: 8:57 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

CityClerk

From: Patand Cindy Hodskins <hodski2@aol.com>
Sent: Thursday, May 28, 2015 3:31 PM
To: CityClerk
Subject: June 2 City Council New Business "Plaza" rezone

Patrick and Cynthia Hodskins
Saint Andrews Circle
72701

May 28, 2015

1128
Fayetteville, AR

To: Fayetteville City Council, City Attorney, Planning Commission
Re: Proposed Development Surrounding Stonebridge Meadows Golf Community
2 Agenda as New Business – the Plaza
Dear City Officials:

June

Our community is deeply disappointed and concerned about developers desiring to build on open land on all sides of Stonebridge Meadows. Residents are saddened because we all chose to live on the outer edge of Fayetteville, not in the city center where we could expect to walk everywhere and have little green space.

We drive regularly through the city for shopping and services. Do not feel you need to bring those out Highway 16 to our neighborhood. Under Planning Commission's recent approval for Clint McDonald to build, we would experience greatly increased traffic at River Meadows Drive, SB residents and Plaza visitors trying to enter and exit an already heavily traveled Highway 16. It remains to be seen – at builder's discretion – whether the ascetic will be enhanced or diminished – but we know it will include concrete.

Highway 16 is already a multi-year project with current construction only widening some sections of the road. It is not acceptable to think of a distant future alleviation of the River Meadows traffic burden.

We ask the City Council to step back from the Planning Commission's approval and insist that the land owner and engineers consider rerouting traffic away from River Meadows Drive, and further ensure that water drainage flows into their own land rather than backyards of homes in Stonebridge Meadows.

Homes on Saint Andrews Circle with backyards bordering the McDonald land, lie two feet lower than the land on which they seek to build 7 units per acre.

These protections for current property owners must be in the initial traffic and drainage plans for the Plaza, before considering approval.

We appreciate your consideration of these problems and welcome your response.
Regards,

Patrick Hodskins
Cynthia Hodskins

Cc: Saint Andrews neighbors

From: CityClerk
Sent: Monday, August 17, 2015 3:07 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Norton, Susan; Pate, Jeremy; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Pate, Jeremy
Subject: FW: City Council Agenda Aug 18

From: Patand Cindy Hodskins [mailto:hodski2@aol.com]
Sent: Monday, August 17, 2015 1:44 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: City Council Agenda Aug 18

August 17, 2015

Fayetteville City Council and Staff

Re: Zoning Request 4065 E. Huntsville Rd./The Plaza

Dear Council:

Our interest in this matter before you is due to the proposed 16-acre Plaza abutting Stonebridge Meadows that will negatively impact traffic and drainage, particularly at River Meadows Drive, and the White River.

Other new developments along Huntsville Rd. do not abut the land in question; so one can see why Stonebridge Meadows residents have concerns. Development goals of compatibility and in-fill do not address our concerns of water drainage and traffic congestion. In truth, the concept of in-fill development sacrifices natural drainage due to the spread of concrete surface.

On July 7, several aldermen showed concerns of traffic safety and potential flooding of the White River adjacent to Stonebridge Meadows. We thank the individual council members who expressed concerns regarding increasing traffic on an already heavily traveled two-lane highway. Please continue to show your leadership to proactively seek alleviation rather than compounding of existing traffic problems on this two-lane state highway.

There is heavy traffic between Fayetteville, Elkins, and communities to the east. Without a traffic signal, the proposed commercial (CS and NS) services will negatively impact traffic and create greater obstacles to residents' attempting to exit River Meadows. As designed, future residents of the RSF-7/NC Plaza will certainly have an option of using Saint Andrews and River Meadows as egress streets. All this will add to heavy usage and long waits for safe entry to Huntsville Road. The developer proposed adding a turning lane which will make it more difficult to turn west toward Fayetteville from River Meadows.

Thank you for considering these impacts to existing neighbors. In deciding on proper zoning for the Plaza land; at a minimum, we respectfully request the removal of River Meadows Drive as an entry/egress to the Plaza plan.

Sincerely,

Pat and Cindy Hodskins
1128 Saint Andrews Circle
Fayetteville, AR 72701

BILL OF ASSURANCE

FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") McDonald, LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to: See Exhibits A and B.
2. Other restrictions including number and type of structures upon the property are limited to: See Exhibits A and B.
3. Specific activities will not be allowed upon petitioner's property include: See Exhibits A and B.
4. (Any other terms or conditions) to: See Exhibits A and B.
5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Clint McDonald, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

August 14, 2015
Date

Clint McDonald
Printed Name

1385 G. Roberts Rd.
Address
Fayetteville AR 72701


Signature

NOTARY OATH

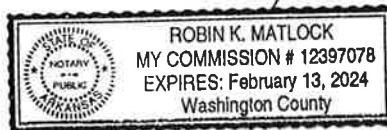
STATE OF ARKANSAS }
 }
COUNTY OF WASHINGTON } .ss

And, now on this the 17th day of August, 2015, appeared before me,
Robin K. Matlock, a Notary Public, and after being placed upon his/her oath swore
or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her
name above.


NOTARY PUBLIC

My Commission Expires:

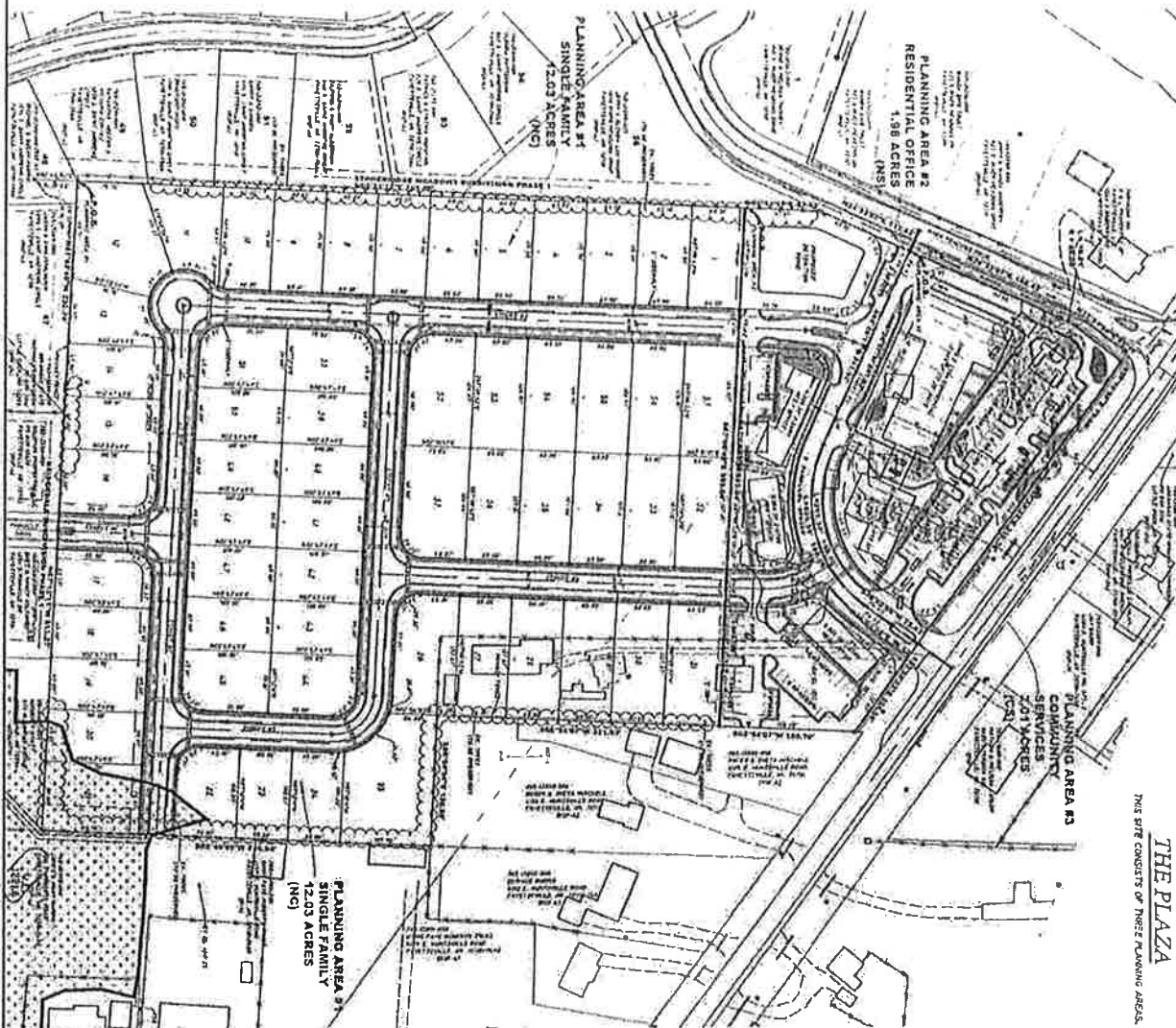
Feb. 13, 2024



**BILL OF ASSURANCE
EXHIBIT "A"**

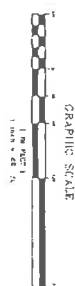
1. In regard to the 12.03 acre area shown on Exhibit "B" with the zoning request of Neighborhood Conservation, the Petitioner hereby agrees to limit the number of lots to 57 or 4.7 lots per acre.
2. The Developer will not permit a gas station on any of the tracts shown in Exhibit "B."
3. The Petitioner will pay its reasonable, proportionate share of any future traffic signal on Huntsville Road in front of its property.
4. Pending the Arkansas Highway's Departments approval, the Petitioner will pay a reasonable amount to restripe a third turning lane to serve as the main Huntsville Road entrance for its development as shown in Exhibit "B."
5. In its development depicted in Exhibit "B," the Developer promises there will be three points of ingress and egress, plus the stub out to the East.
6. The Developer will pay its reasonable fair share of work to alleviate an offsite drainage issue that the City and the Developer promised to fix in the 2008 PDZ concerning this property.

THIS SITE CONSISTS OF THREE PLANNING AREAS



VICTIMITY DATA

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GRAPHICS: SCALF

Chloroform
 200g 95% a. 2000-4-13
 200g 95% a. 2000-4-13
 200g 95% a. 2000-4-13
 200g 95% a. 2000-4-13
 200g 95% a. 2000-4-13

ישראל תהיה חברה מלאה במוסדות הביטחון - הממשלה תאשר

A PART OF THE CITY OF NEW YORK, OF SECTION 19, TOWN 41, IN WESTCHESTER COUNTY, AND
AND BEING DESCRIBED AS PARCELS COMPREHENDING THE FIRST CORNER OF SAID SECTION 19,
NE 1/4, 21/4, 31/4, 41/4, 51/4, 61/4, 71/4, 81/4, 91/4, 101/4, 111/4, 121/4, 131/4, 141/4, 151/4, 161/4, 171/4, 181/4, 191/4, 201/4, 211/4, 221/4, 231/4, 241/4, 251/4, 261/4, 271/4, 281/4, 291/4, 301/4, 311/4, 321/4, 331/4, 341/4, 351/4, 361/4, 371/4, 381/4, 391/4, 401/4, 411/4, 421/4, 431/4, 441/4, 451/4, 461/4, 471/4, 481/4, 491/4, 501/4, 511/4, 521/4, 531/4, 541/4, 551/4, 561/4, 571/4, 581/4, 591/4, 601/4, 611/4, 621/4, 631/4, 641/4, 651/4, 661/4, 671/4, 681/4, 691/4, 701/4, 711/4, 721/4, 731/4, 741/4, 751/4, 761/4, 771/4, 781/4, 791/4, 801/4, 811/4, 821/4, 831/4, 841/4, 851/4, 861/4, 871/4, 881/4, 891/4, 901/4, 911/4, 921/4, 931/4, 941/4, 951/4, 961/4, 971/4, 981/4, 991/4, 1001/4, 1011/4, 1021/4, 1031/4, 1041/4, 1051/4, 1061/4, 1071/4, 1081/4, 1091/4, 1101/4, 1111/4, 1121/4, 1131/4, 1141/4, 1151/4, 1161/4, 1171/4, 1181/4, 1191/4, 1201/4, 1211/4, 1221/4, 1231/4, 1241/4, 1251/4, 1261/4, 1271/4, 1281/4, 1291/4, 1301/4, 1311/4, 1321/4, 1331/4, 1341/4, 1351/4, 1361/4, 1371/4, 1381/4, 1391/4, 1401/4, 1411/4, 1421/4, 1431/4, 1441/4, 1451/4, 1461/4, 1471/4, 1481/4, 1491/4, 1501/4, 1511/4, 1521/4, 1531/4, 1541/4, 1551/4, 1561/4, 1571/4, 1581/4, 1591/4, 1601/4, 1611/4, 1621/4, 1631/4, 1641/4, 1651/4, 1661/4, 1671/4, 1681/4, 1691/4, 1701/4, 1711/4, 1721/4, 1731/4, 1741/4, 1751/4, 1761/4, 1771/4, 1781/4, 1791/4, 1801/4, 1811/4, 1821/4, 1831/4, 1841/4, 1851/4, 1861/4, 1871/4, 1881/4, 1891/4, 1901/4, 1911/4, 1921/4, 1931/4, 1941/4, 1951/4, 1961/4, 1971/4, 1981/4, 1991/4, 2001/4, 2011/4, 2021/4, 2031/4, 2041/4, 2051/4, 2061/4, 2071/4, 2081/4, 2091/4, 2101/4, 2111/4, 2121/4, 2131/4, 2141/4, 2151/4, 2161/4, 2171/4, 2181/4, 2191/4, 2201/4, 2211/4, 2221/4, 2231/4, 2241/4, 2251/4, 2261/4, 2271/4, 2281/4, 2291/4, 2301/4, 2311/4, 2321/4, 2331/4, 2341/4, 2351/4, 2361/4, 2371/4, 2381/4, 2391/4, 2401/4, 2411/4, 2421/4, 2431/4, 2441/4, 2451/4, 2461/4, 2471/4, 2481/4, 2491/4, 2501/4, 2511/4, 2521/4, 2531/4, 2541/4, 2551/4, 2561/4, 2571/4, 2581/4, 2591/4, 2601/4, 2611/4, 2621/4, 2631/4, 2641/4, 2651/4, 2661/4, 2671/4, 2681/4, 2691/4, 2701/4, 2711/4, 2721/4, 2731/4, 2741/4, 2751/4, 2761/4, 2771/4, 2781/4, 2791/4, 2801/4, 2811/4, 2821/4, 2831/4, 2841/4, 2851/4, 2861/4, 2871/4, 2881/4, 2891/4, 2901/4, 2911/4, 2921/4, 2931/4, 2941/4, 2951/4, 2961/4, 2971/4, 2981/4, 2991/4, 3001/4, 3011/4, 3021/4, 3031/4, 3041/4, 3051/4, 3061/4, 3071/4, 3081/4, 3091/4, 3101/4, 3111/4, 3121/4, 3131/4, 3141/4, 3151/4, 3161/4, 3171/4, 3181/4, 3191/4, 3201/4, 3211/4, 3221/4, 3231/4, 3241/4, 3251/4, 3261/4, 3271/4, 3281/4, 3291/4, 3301/4, 3311/4, 3321/4, 3331/4, 3341/4, 3351/4, 3361/4, 3371/4, 3381/4, 3391/4, 3401/4, 3411/4, 3421/4, 3431/4, 3441/4, 3451/4, 3461/4, 3471/4, 3481/4, 3491/4, 3501/4, 3511/4, 3521/4, 3531/4, 3541/4, 3551/4, 3561/4, 3571/4, 3581/4, 3591/4, 3601/4, 3611/4, 3621/4, 3631/4, 3641/4, 3651/4, 3661/4, 3671/4, 3681/4, 3691/4, 3701/4, 3711/4, 3721/4, 3731/4, 3741/4, 3751/4, 3761/4, 3771/4, 3781/4, 3791/4, 3801/4, 3811/4, 3821/4, 3831/4, 3841/4, 3851/4, 3861/4, 3871/4, 3881/4, 3891/4, 3901/4, 3911/4, 3921/4, 3931/4, 3941/4, 3951/4, 3961/4, 3971/4, 3981/4, 3991/4, 4001/4, 4011/4, 4021/4, 4031/4, 4041/4, 4051/4, 4061/4, 4071/4, 4081/4, 4091/4, 4101/4, 4111/4, 4121/4, 4131/4, 4141/4, 4151/4, 4161/4, 4171/4, 4181/4, 4191/4, 4201/4, 4211/4, 4221/4, 4231/4, 4241/4, 4251/4, 4261/4, 4271/4, 4281/4, 4291/4, 4301/4, 4311/4, 4321/4, 4331/4, 4341/4, 4351/4, 4361/4, 4371/4, 4381/4, 4391/4, 4401/4, 4411/4, 4421/4, 4431/4, 4441/4, 4451/4, 4461/4, 4471/4, 4481/4, 4491/4, 4501/4, 4511/4, 4521/4, 4531/4, 4541/4, 4551/4, 4561/4, 4571/4, 4581/4, 4591/4, 4601/4, 4611/4, 4621/4, 4631/4, 4641/4, 4651/4, 4661/4, 4671/4, 4681/4, 4691/4, 4701/4, 4711/4, 4721/4, 4731/4, 4741/4, 4751/4, 4761/4, 4771/4, 4781/4, 4791/4, 4801/4, 4811/4, 4821/4, 4831/4, 4841/4, 4851/4, 4861/4, 4871/4, 4881/4, 4891/4, 4901/4, 4911/4, 4921/4, 4931/4, 4941/4, 4951/4, 4961/4, 4971/4, 4981/4, 4991/4, 5001/4, 5011/4, 5021/4, 5031/4, 5041/4, 5051/4, 5061/4, 5071/4, 5081/4, 5091/4, 5101/4, 5111/4, 5121/4, 5131/4, 5141/4, 5151/4, 5161/4, 5171/4, 5181/4,

[illegible]

LEADS RECORDED: TRAINING (80%);

[illegible]

My mother-in-law was afflicted by a severe case of rheumatism in her right leg.

EXHIBIT

tablets

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

NAME: PLAZA	DATE RECEIVED: 10/1/87	CHECKED BY: PLZ	APPROVED BY: PLZ
DATE EXPIRATION: 10/1/87			

THE PLAZA

REZONING REQUEST

RUPPLE
ROW
UNIQUE
PZD

ACKNOWLEDGEMENT FROM POA OF INTENTION TO RENT TO FOUR UNRELATED PEOPLE PER UNIT

Fwd: Ruppel Row

Rob Kimbel <rob.kimbel@kimbelmechanical.com>

Mon, Jul 27, 2015 at 12:54 PM

Begin forwarded message:

From: gene dresel <gdresel@sbcglobal.net>
Date: July 27, 2015 at 12 50:58 PM CDT
To: Rob Kimbel <rob.kimbel@kimbelmechanical.com>
Subject: Ruppel Row
Reply-To: gene dresel <gdresel@sbcglobal.net>

Rob,

Please let this email serve as a reminder of our conversation during our initial meeting regarding the construction of the four bedroom townhouses in the Ruppel Row Subdivision

In 2012 I was serving the Ruppel Row POA as a board member and the Chairman of the Architectural Review Committee.

In April of 2012 the Ruppel Row Architectural Review Committee met with Rob Kimbel at my previous house at 4149 Bradstreet Ln in Fayetteville AR. The purpose of the meeting was to discuss the upcoming construction and review the plans for the townhouses in the Ruppel Row Subdivision. During the course of this meeting it was discussed that Rob's intention was to lease the townhouses to four students per unit. Rob's understanding of the zoning criteria was that the single family residences in the neighborhood were limited to 3 unrelated people where the multifamily residences allowed for 4.

Over the course of time Rob submitted a number of different plan types. It was always understood by the ARC/POA that Rob intended to have four students residing in each unit.

Feel free to contact me at anytime to discuss.

Thank you

***CITY CORRESPONDENCE THAT RUPPLE ROW PZD IS A UNIQUE DEVELOPMENT, NOT SINGLE FAMILY ONLY**

THE CITY OF FAYETTEVILLE, ARKANSAS

SC Meeting of September 01, 2005

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267**PLANNING DIVISION CORRESPONDENCE**

TO: Subdivision Committee Members
FROM: Jeremy Pate, Director of Current Planning
Brent O'Neal, Staff Engineer
DATE: August 30, 2005

FPL 05-1547: Final Plat (RUPPLE ROW R-PZD, 439): Submitted by DAVE JORGENSEN for property located at W OF RUPPLE RD., N OF PERSIMMON PL. The property is zoned R-PZD, RESIDENT. PLANNED ZONING DIST. and contains approximately 41.70 acres. The request is to approve the final plat of a Residential Planned Zoning District.

Property Owner: NOCK INVESTMENTS

Planner: JEREMY PATE

Findings:

Proposal: The applicant is requesting final plat approval of Ruppel Row Subdivision located at the northwest corner of Persimmon Place and Ruppel Road. The proposed use of the site is for a "neo-traditional" development consisting of 182 single-family residential dwelling units and 78 two-family residential units, for a total of 260 dwelling units. The proposed density for the R-PZD is **6.24 DU/acre**. In June of 2004, the City Council approved R-PZD 04-06.00 for development of Ruppel Row Subdivision. This approval constituted a rezoning and preliminary plat approval to construct necessary infrastructure. A final inspection has occurred, and necessary infrastructure has been installed or will be guaranteed, pursuant to city ordinances. The subdivision contains 182 single family lots and 78 two-family lots.

Existing Development: The site is located in west Fayetteville across from the Boys and Girls Club on Ruppel Road. Meadowlands Subdivision Phases I & II lie to the northwest, to the west is Cross Keys Subdivision, to the south the Fayetteville School District is construction a new elementary/middle school, and to the north is Fire Station #7.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Meadowlands S/D (duplex, SF) , Fire Station #7	RSF-4, Single Family Res. 4 DU/Acre RT-12, Res. 2 & 3 Family, 12 DU/Acre R-A, Residential Agricultural
South	Fayetteville School	RSF-4
East	Boys & Girls Club, vacant property	RMF-24, Res. Multi-family, 24 DU/Acre, R-A, Residential Agricultural
West	Cross Keys Subdivision PZD	R-PZD

Water & Sewer Water and sewer has been extended to serve the development.

Request: The applicant requests final plat approval for a residential subdivision within a unique R-PZD zoning district to allow for the recording of the plat, sale of lots and construction of homes.

ZONING CRITERIA: R-PZD Ruppel Row

(A) *Proposed Uses.*

LOTS	USE UNIT	ALLOWABLE USES
Lots 1-226	Unit 1	City-wide uses by right
Lots 1-226	Unit 2	City-wide uses by conditional use
Lots 1-144	Unit 8	Single-family dwelling
Lots 145-183	Unit 9	Two-family dwelling
Lots 164-165	Unit 10	Three-family dwelling
Lots 1-221	Unit 24	Home Occupations

All other uses allowed within the R-PZD zoning district shall not be permitted

(B) *Density.*

Units for entire Subdivision	Number of Acres	nit Acre	P r
260	41.70	6.24	

(C) *Bulk and area regulations.*

	All lots
Lot minimum width	37 feet minimum per dwelling lot; lot width on curves and cul-de-sacs measured as required by code.
Lot area minimum	3,700 SF minimum per dwelling/lot
Land area per dwelling unit	Varies. Only one dwelling unit per lot permitted, with exception of lots 164-165.

** The typical lot size for lots ranges from approximately 40-45 feet wide x 110-120 feet deep. The designated three family lots are proposed to be approximately 70 feet wide by 100 feet deep.*

(D) *Setback requirements.*

Front Building Setback: 5'

Rear Building Setback: 20'

Side Building Setback: 0'. *All detached units shall have a minimum 16-foot separation. Attached units may have a 0-foot setback on its common wall, but shall maintain a 16-foot separation from adjacent units.*

(E) *Height.* None

(F) *Building area* On any lot the area occupied by all buildings shall not exceed 70% of the total area of such lot. The range of home sizes shall be from 1600 SF to 2200 SF as noted in the associated covenants.

C: Documents and Settings\jgate\Desktop\Temp\Saves\FPL 05-154 (Ruppel Row PZD) II.doc

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

SC Meeting of January 29, 2004

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Subdivision Committee Members
FROM: Suzanne Morgan, Associate Planner
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: January 28, 2004

R-PZD 04-02.00: Residential Planned Zoning District (Cross Keys, pp 438) was submitted by Chris Brackett of Jorgensen & Associates on behalf of Charles Sloan and Sloan Properties for property located south of Wedington Drive at the corner of N. 46th and Persimmon Street. The property is currently zoned R-A, Residential Agricultural and contains approximately 38.48 acres. The request is to rezone the subject property to a Residential Planned Zoning District to allow for the development of a residential subdivision with 108 single family dwellings proposed. Planner: Suzanne Morgan

Findings:

Proposal: The applicant requests a rezoning and preliminary plat approval for a residential development within an R-PZD zoning district. **The proposed use is single-family residential, with 108 lots proposed.** A detention pond is to be located off-site to the south, on property also owned by the applicant. Density for the entire site is 2.81 units per acre. The development is currently zoned R-A, Residential Agricultural. The site is located on the northeast corner of the intersection of Persimmon Street and 46th Street. The applicant has proposed to erect a fence along these two rights-of-way. The preliminary plat for Persimmon Place Subdivision, located west of 46th St., was approved with a condition that a privacy fence six feet in height be constructed as required in the Bill of Assurance filed when this property was rezoned. This item must be heard at City Council pursuant to the requirements for a PZD.

Background: This item was approved at the Subdivision Committee meeting on December 30, 2003. It was tabled to Subdivision Committee at the January 12, 2004 Planning Commission meeting due to lack of proper notification from the developer prior to the Subdivision Committee and Planning Commission meetings.

Surrounding Land Use / Zoning:

Direction	Land Use	Zoning
North	Single family residential	RSF-4, Residential Single-family – 4 units per acre R-A, Residential Agricultural
South	One single-family home	Planning Area

East	Vacant	RSF-4, Residential Single-family – 4 units per acre
West	Vacant (Persimmon Place PPL is under construction)	RSF-4, Residential Single-family – 4 units per acre

Right-of-way being dedicated: 50' for all interior rights-of-way, 70' along Persimmon St., and 50' along 46th St.

Connectivity. Connectivity from this proposed residential subdivision is being provided west to 46th Street south to Persimmon St., and east to a vacant tract of land for connectivity to future development.

Street Improvements: Construction of Persimmon Street along southern property line and a recommendation from Engineering Division to cost share for the developer to overlay the entire width of 46th Street for the length of the project.

Adjacent Master Street Plan Streets:

North: Wedington Drive (principal arterial) approximately $\frac{1}{2}$ mile north

South: Persimmon Street (collector) planned for construction with this development

East: 46th Street (local street)

West: 54th Ave. (collector) is approximately $\frac{1}{4}$ mile west

Tree Preservation:

Existing canopy:	0.13 %
Preserved canopy:	0.08 %
Mitigation:	\$1,050 payment into the City's Tree Escrow Account prior to final plat approval.

Recommendation: Forward to the full Planning Commission with the following conditions:

Conditions of Approval:

1. Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district for R-PZD 04-02.00 with all conditions of approval as determined by the Planning Commission.
2. An ordinance creating this R-PZD shall be approved by City Council.
3. A Final Plat is required to legalize the lot configuration filed pursuant to City of Fayetteville requirements.
4. Interior street names shall be approved by the City 9-1-1 Coordinator.
5. Planning Commission determination of appropriate fence material, if desired, and appropriate timing for installation. *Cannot encroach upon ROW or*
6. Planning Commission determination of street improvements. *Staff recommends 14' from the centerline of 46th Street including curb gutter, and storm sewer.*

***DESIGN CRITERIA OF RUPPLE ROW PZD, STATING APPROPRIATE HOUSING TYPES**

EXHIBIT B SUBDIVISION DESIGN CRITERIA

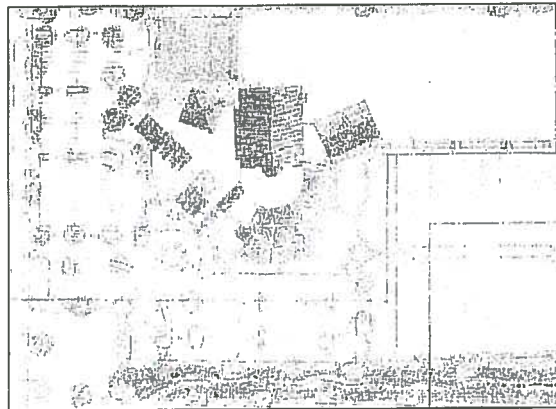
The Ruppel Row neighborhood is designed to enhance the quality of life of those who will call it home. A neo-traditional neighborhood such as Ruppel Row is a unique design approach that takes its inspiration from the "township" planning model that prevailed in the United States early in the Twentieth Century. Key components of neo-traditional neighborhoods include land development in a more compact and human scale, with homes clustered within walking distance of parks, recreation facilities, schools and a central meeting place.

Although the following information discusses neo-traditional developments in general the developer reserves the right define and refine the intent and execution of any planning and design.

Design Elements of Neo-traditional/new Urbanist developments include:

Limited Size: A village or neighborhood is limited to a ¼ mile radius (up to 200 acres), or a five minute walk from the center to a clearly defined edge.

Convenience to Services: The inclusion of recreational and commercial activity near residential areas brings services and attractions within walking distance for all ages and social groups.



Mixed Uses: A variety of housing types is a standard element, including single family, duplex, townhouses, and apartments.

*DEFINITION OF 'FAMILY' IS NO MORE THAN 4 UNRELATED PERSONS IN 'OTHER THAN SINGLE FAMILY ZONES'

Fayetteville Code of Ordinances

Erosion. (Stormwater Management, Drainage and Erosion Control) The removal of soil particles by the action of water, wind, ice or other geological agents.

Evergreen. (Physical Alteration of Land) A plant that retains leaves or needles year-round.

Excavation. (Physical Alteration of Land) The mechanical removal of earth material from water or land.

F

FAA. (Airport Zone) The Federal Aviation Administration.

Facilities emitting odors. (Zoning regulations) Any function that involves a process which emits or has the potential for emitting odor.

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

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

Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a "family" is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a "family" is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of "family" as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as applying the parking requirements of §172.11 (even though this is a multifamily PZD), requiring that each five person unit must be placed within a freestanding structure of not more than two stories and be buffered from other residential districts outside the Planned Zoning District. The City Council shall consider whether an applicant's PZD with one or more five unrelated person structures would cause unreasonable traffic into an adjoining residential neighborhood before approving any such PZD. Persons are "related" for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of "family" does not include fraternities, sororities, clubs or institutional groups.

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

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

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

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

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

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

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

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

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

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

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

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

ZONING CRITERIA: R-PZD RUPPLE ROW

PROPOSED USES

(A)

LOTS	USE UNIT	ALLOWABLE USES
1 - 226	UNIT 1	CITY-WIDE USES BY RIGHT
1 - 226	UNIT 2	CITY-WIDE USES BY CONDITIONAL USE
1 - 144	UNIT 8	SINGLE-FAMILY DWELLING
145 - 183	UNIT 9	TWO-FAMILY DWELLING
164 - 165	UNIT 10	THREE-FAMILY DWELLING
1 - 221	UNIT 24	HOME OCCUPATIONS

ALL OTHER USES ALLOWED WITHIN THE R-PZD ZONING DISTRICT SHALL NOT BE PERMITTED.

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE ARKANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

1/9/06
DATE

Kathleen
CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED IN THIS SUBDIVISION FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

1/9/06
DATE

R.D.S. R
CITY ENGINEER

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU:

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 159.30(K) WITH THE OWNER(S) DEDICATION OF _____ ACRES OR PAYING IN-LIEU \$ 8,378.75

WARRANTY DEED FOR PARK LAND RECORDED AS FOLLOWS:

BOOK #: _____ PAGE #: _____
01/6/06
DATE

Matt. Michelini
"PARKS & RECREATION DIRECTOR" PARK PLANNER

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

01.10.06
DATE

James L. R
ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD Sept 01, 2005

1-9-05
DATE

Mary Ann
SECRETARY

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

8/3/05
DATE

David J.
REGISTERED LAND SURVEYOR / PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF APPROVAL OF TREE PROTECTION & PRESERVATION:

I HEREBY CERTIFY THAT THIS PLAT HAS COMPLIED WITH THE REQUIREMENTS OF THE TREE PROTECTION AND PRESERVATION ORDINANCE OF THE CITY OF FAYETTEVILLE CODE.

1/9/06
DATE

Sarah K. Patterson
LANDSCAPE ADMINISTRATOR

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF EGRESS AND ACCESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

10/7/05
DATE
10/7/05
DATE

John
OWNER
Mary Ann
OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

8/31/05
DATE

James D. R
ELECTRIC

8/31/05
DATE

Johnny Bales
GAS SERVICE

8/31/05
DATE

Susan K. Brown
TELEPHONE

8/31/05
DATE

Paul D. R
CABLE-TELEVISION

1/9/00
DATE

Kathleen
CITY OF FAYETTEVILLE

CERTIFICATE OF APPROVAL OF SIDEWALKS:

CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEWALKS SHOWN ON THIS FINAL PLAT.

1/9/06
DATE

R.D.S. R
CITY ENGINEER

SIDEWALK/DRIVEWAY NOTES:

1. Sidewalks shall be installed by individual lot owner as building permits are issued for each lot.
2. The sidewalk shall be continuous through driveways with a maximum of 2% cross slope and elevated 2% above top of curb.
3. All utility pedestals, manholes and risers shall be installed outside of the proposed sidewalk alignment.
4. All residential driveways shall have a maximum width of 24' measured at the right-of-way line.
5. Driveway approaches shall be constructed of Portland Cement Concrete with a broom finish. Textured, stamped or exposed aggregate concrete is not allowed within the street right of way.
6. All retaining walls shall be set back a minimum of 2 feet from the right of way or sidewalk. All retaining wall construction shall be on the building permit and have the approval of the city Engineer.
7. New sidewalks, driveway approaches, or access ramps constructed in the right of way shall meet Unified Development Ordinance Section 171.13 (a.k.a. Ord. # 4005). An inspection is required prior to the concrete pour.
8. Access ramps shall be installed as per this plat.
9. A 24 inch wide strip of detectable warning (truncated domes) should be installed at the bottom of a curb ramp to indicate the transition from the sidewalk to the street.
10. Full depth expansion joints are required at intervals of 50 feet or less. Saw joints or tool joints (1 inch depth) are required at regular intervals not greater than 10 feet.

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Fee Amt: Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk
File 023A-00000196

***CITY APPROVED USE UNITS FOR RUPPLE ROW PZD**

 JORGENSEN & ASSOCIATES CIVIL ENGINEERS • SURVEYORS 124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807	SCALE: 1"=100'	DATE REVISED: 30AUG05	CHECKED BY: CBB	DRAWN BY: BJR
	DATE: 12AUG05	30AUG05		
	RUPPLE ROW SUBDIVISION FINAL PLAT			
				PLAT PAGE # 430 1/1

PRAB CONCURRENCE THAT A PORTION OF RUPPLE ROW PZD IS OTHER THAN SINGLE FAMILY

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-444-3472

TO: Jeremy Pate Director of Planning
FROM: Matt Mihalevich Park Planner
DATE: August 30 2005
SUBJECT: Parks & Recreation Subdivision Committee Comments

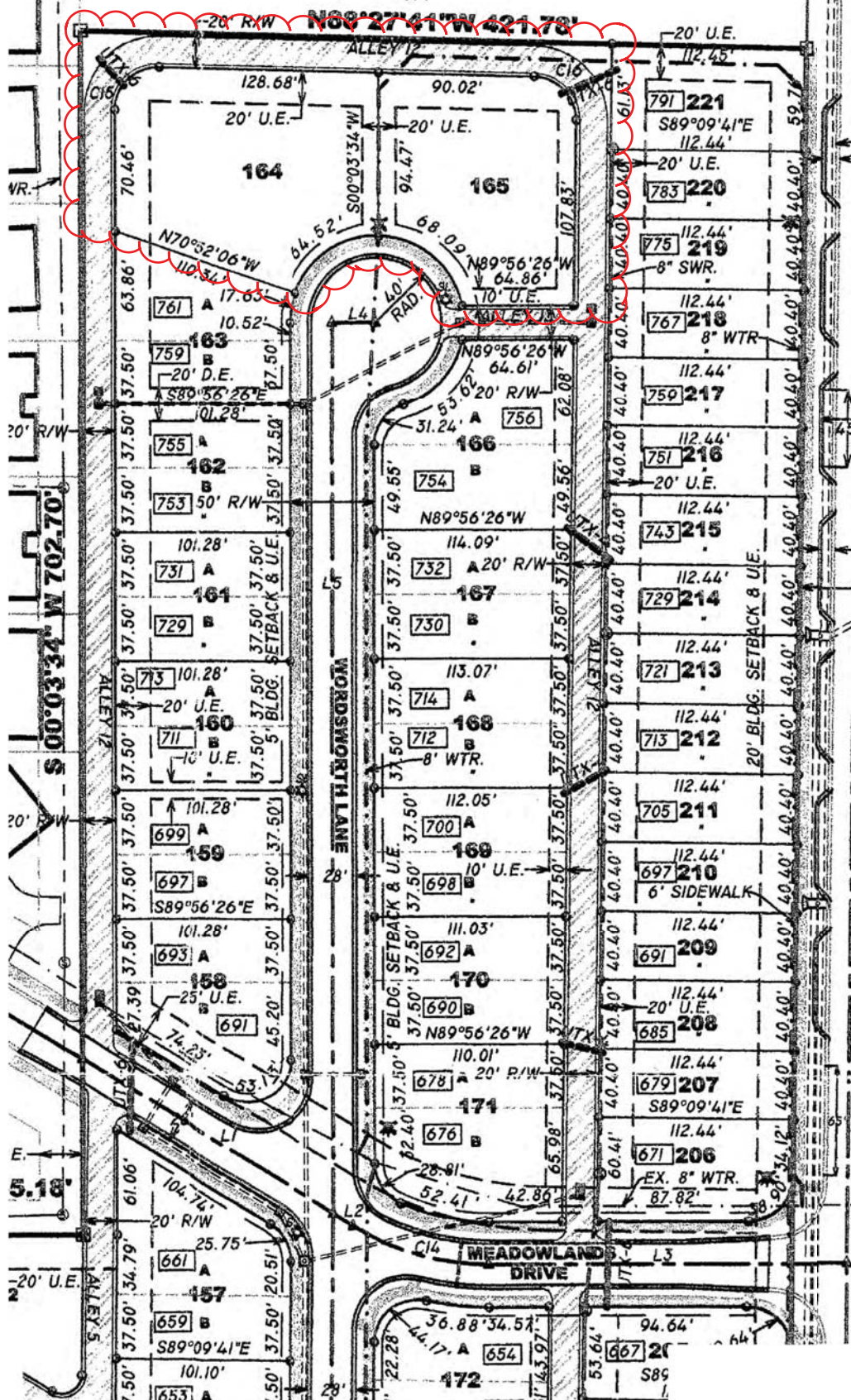
Meeting Date: September 1 2005
Item: FPL 05-1547 Ruppel Row pp 439
Park District: SW
Zoned: R-PZD
Billing Name & Address: Nock Investments LLC One East Center Street #301 Fay, AR 72701

<u>Land Dedication Requirement</u>		<u>Money in Lieu</u>	
Single Family 182	@ .024 acre per unit= 4.368 acres	@ \$555 per unit= \$	
Multi Family 80	@ .017 acre per unit= 1.36 acres	@ \$393 per unit = \$	
Mobile Home	@ .024 acre per unit= acres	@ \$555 per unit= \$	
Lot Split		@ \$555 per unit= \$	
Total= 5.728 acres			
-5.37 previously dedicated			
.358 acres x 23,125= \$8 278.75			

COMMENTS:

- In October 2001 the developer banked 5.37 acres toward future development in the SE quadrant. This banked land was used to locate the Boys and Girls club and Dale Clark Park.
- Ruppel Row includes 182 Single Family units 74 multi family duplex units and 6 multifamily triplex units. Based on these unit numbers, the Park Land Ordinance requires a total 5.728 acres. After subtracting the 5.37 acres already dedicated, .358 acres remains. Using the current cost per acre of \$23 125 for .358 acres leaves parks fees in the amount of \$8,278.75.
- Fees are due before signing of final plat.

765-16251-001
 MARKHAM HILL DEVELOPMENT CO.
 11 WEST AVE.
 FAYETTEVILLE, AR. 72701
 A-1



***APPROVED PZD LAYOUT ENCOURAGED OTHER THAN SINGLE FAMILY DWELLINGS**



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 Fee Amt: Page 1 of 1
 Washington County, AR
 Bette Stamps Circuit Clerk

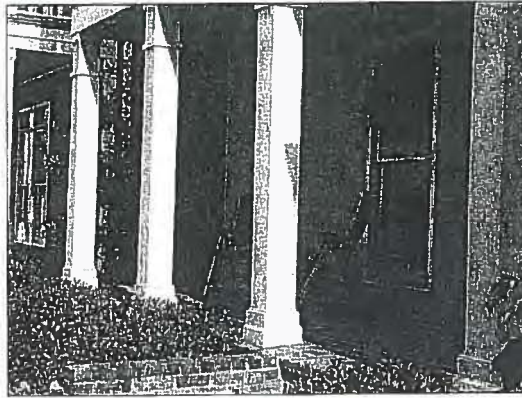
File 023A-00000196

JORGENSEN & ASSOCIATES
 CIVIL ENGINEERS • SURVEYORS
 124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

SCALE: 1"=100'	DATE REVISED: 30AUG05	CHECKED BY: CBB	DRAWN BY: BJR
DATE: 12AUG05			
RUPPLE ROW SUBDIVISION			1
FINAL PLAT			1

PLAT PAGE # 450

Porches: Create spaces for a sociable transition from the public street to the private home and provide shelter and shade.



Building Types: Designed for adaptation from one use to another, as the market dictates, emphasizing local historical style.



New Urbanist subdivisions usually feature narrower lots that range from 16 to 40 feet in width. Row houses (horizontally attached townhomes) may be constructed on adjacent individual lots, as may narrow single family detached homes. Consequently, most neighborhoods will feature a wider variety of house sizes, densities and affordabilities than standard subdivisions. In most cases, garages for homes in Neo-traditional developments are located on the back of the house and accessed via an alley. The result is that street scenes feature porches, windows and front yards rather than garages and driveways.

Notwithstanding the foregoing, each Single Family Residence must have constructed adjacent to it and imbedded in its front yard fencing an approved pergolas in substantially that form that is more fully illustrated and described on EXHIBIT D, attached hereto.

Section 8.13 Antennas and Other Projections. No television, radio, citizen's band, short wave or other antenna, satellite dish, flag pole, solar panel, clothes line, pole (exclusive of permitted basketball goals for Single Family Residences only) or other unsightly projection shall be visible from the exterior of any Single Family Residence, including any such item attached thereto or located in a yard or the Common Area. The Architectural Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter or otherwise in size attached to a Single Family Residence permitted by applicable laws and regulations subject to all conditions which the Architectural Review Committee attaches to such approval, including the location and applicable screening of the satellite dish, which conditions shall comply with all applicable laws and regulations. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

Section 8.14 Holiday Decorations. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence on any Lot only during the period beginning forty-five (45) days prior to and ending twenty-one (21) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the Architectural Review Committee.

Section 8.15 Storage Tanks. No tank for storage of oil, propane, liquefied gas or other product may be maintained in or adjacent to any Single Family Residence, garage or on any Lot, whether above or below the surface of the ground.

Section 8.16 Refuse. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area, except during construction of a Single Family Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day. If there is an alley in the rear of a Single Family Residence, such items set out for collection shall be placed along such alley.

Section 8.17 Signs; Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence or be visible from the interior of any Single Family Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

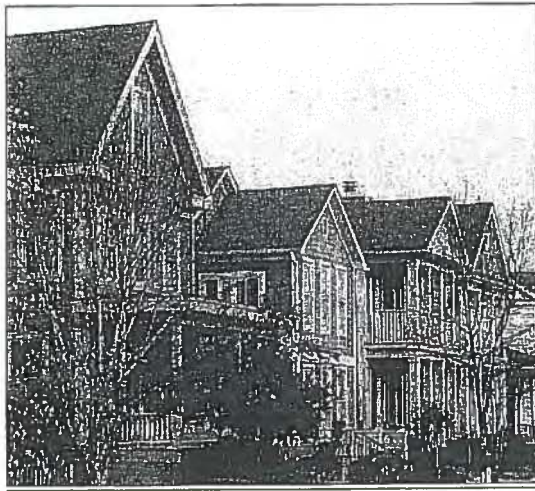
Section 8.18 Nuisances. No activity shall be carried on in, on or from any Lot, Single Family Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood.

PARKING DISTRIBUTION - RUPPLE ROW PZD



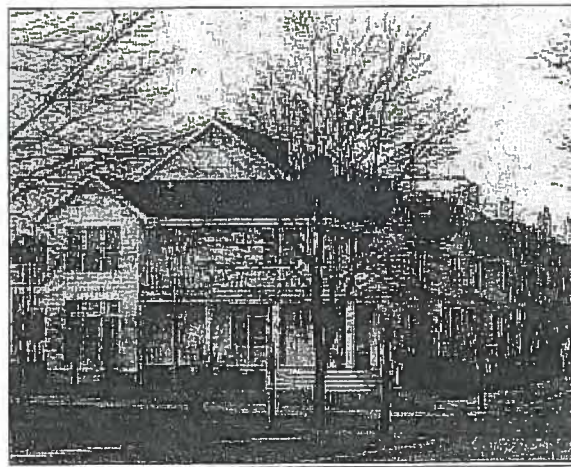
PARKING AT UNITS	356
ON STREET	75
MAX TENANTS	320
TOTAL AVAILBLE PARKING	431





On-Street Parking: Helps to slow down traffic, acts as a buffer between pedestrians and moving traffic, and increases opportunities for drivers to find convenient parking.

Shallow Setbacks: Placing buildings close to sidewalks creates a friendlier "outdoor room".

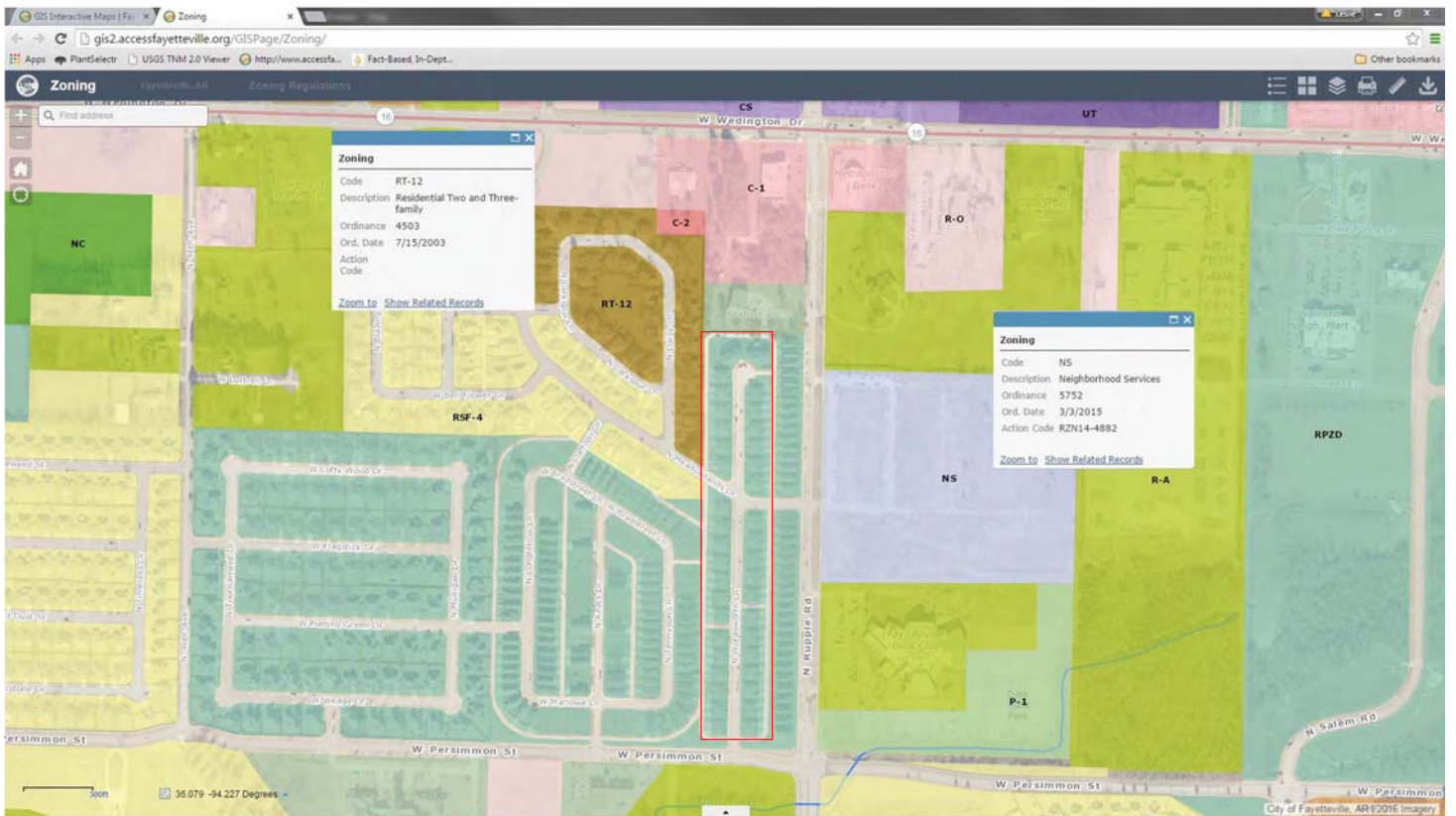


Alleys and Lanes: Give secondary access to property for deliveries: locating parking garages, utilities and garbage collection here preserves the beauty of the streetscape.

Street Network: A traditional grid or web pattern creates a more understandable system and more choices for travel routes, which is effective for pedestrians as well as the automobile.

Sidewalks and Pedestrian Paths: An emphasis on "walkability", or the needs of the pedestrian, makes destinations accessible to residents, including children and the elderly. New Urbanism separates sidewalks from the curb by a landscape strip of five to 10 feet in width. Within the landscape strip, street trees are planted that create a canopy of shade over the sidewalk and often even over the road itself. Curbside parking in a project is used as a means of further buffering pedestrians from passing traffic. The result is that people find the experience of walking in these environments to be safer and more enjoyable.

***SURROUNDING ZONING IS NOT ONLY 'SINGLE-FAMILY'**



* ALL POA BOARD MEMBERS IN STRONG SUPPORT OF PZD AMENDMENT

July 10, 2015

To whom it may concern,

I am writing in my capacity as president of the Ruppel Row Property Owners Association regarding the duplex homes on Wordsworth Ln. that Mr. Kimbel has built and rented since 2013. To date, I am not aware of any major violations of the POA covenants or city code related city services, and to my knowledge, Mr. Kimbel's duplex homes have operated well within our established neighborhood covenants.

In more recent phases of building, Mr. Kimbel has been mindful to include extra space for tenant parking, which when coupled with the available on-street parking, has alleviated any potential parking issues. Moreover, Mr. Kimbel employs a rental manager to ensure that residents comply with neighborhood regulations. Our experience with Mr. Kimbel's management team has been nothing but positive and we have found them to be very responsive.

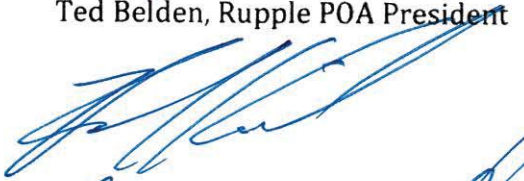
It is the opinion of the POA that Mr. Kimbel's properties have not only been a significant positive impact to the neighborhood, they have also strengthened our community. With his support, the POA has been able to pursue a number of important improvement projects, including the purchase and placement of new mailboxes and the installation of trees throughout the entire PZD. His investment in the neighborhood have also invigorated interest in the Ruppel Row PZD, and as such, we have been fortunate to see a number of new homes completed within the last two years.

From my perspective, as POA President, there is no question that Mr. Kimbel's properties should be allowed to continue to operate, as they have for some time, within the Ruppel Row PZD. Should you have further questions about Mr. Kimbel's properties or about the Ruppel Row POA, please do not hesitate to contact me.

Sincerely,


Ted Belden, Ruppel POA President






***LETTER OF SUPPORT FROM BOYS & GIRLS CLUB**



July 20, 2015

To whom it may concern,

As the Chief Professional Officer and a representative of the Boys and Girls Club of Fayetteville, we want to show our support for Spring Creek Rentals and specifically their partnership with our organization. The representatives from Spring Creek have taken strides to promote community well-being through their partnership with our organization as well as the community as a whole.

It is my understanding that there may be a concern over allowing four college students in each townhome. From our perspective, we have not noticed any negative effects of this arrangement. We are in support of allowing the Ruppel townhomes to operate in the same way they have for the last three years.

Regards,

A handwritten signature in blue ink that reads "E.J. Schuldt".

Eric Schuldt
Boys and Girls Club of Fayetteville

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Tentative Agenda

Tuesday, August 11, 2015

4:30 PM

City Hall Room 326

City Council Meeting

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2014-0509](#)

APPROVAL OF THE AUGUST 4, 2015 CITY COUNCIL MEETING MINUTES.

A. 2 [2015-0298](#)**BID NO. 15-37 DONELSON CONSTRUCTION CO., LLC**

A RESOLUTION TO AWARD BID NO. 15-37 AND AUTHORIZE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF \$151,510.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF \$2.78 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,151.00

Attachments:

[2015-0298 Agenda Packet Bid 15-37 Asphalt Microsurfacing](#)

A. 3 [2015-0340](#)**FAYETTEVILLE MUNICIPAL PARKING LOT 1**

A RESOLUTION TO APPROVE LEASE AGREEMENTS FOR FOUR (4) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments:

[Municipal Parking Lot 1 Legistar File ID 2015-0340](#)

A. 4 [2015-0347](#)**CHANGE ORDER NO. 1 LEIGH EARTHWORKS, LLC**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LEIGH EARTHWORKS, LLC IN THE AMOUNT OF \$15,362.00 TO CORRECT THE SLOPE OF EXISTING ACCESSIBLE PARKING SPACES AT THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER

Attachments: [Legistar Packet - Senior Center](#)

A. 5 [2015-0350](#)**STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE RELOCATION, STARTUP AND EXPANSION OF COMPANIES IN THE ECOMMERCE AND RETAIL TECHNOLOGIES INDUSTRY IN THE CITY OF FAYETTEVILLE, AND TO SUPPORT THE APPLICATION OF OVERDRIVE BRANDS FOR A STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

Attachments: [2015-0350 Agenda Packet OverDrive Brands](#)

A. 6 [2015-0363](#)**BID NO. 15-45 HI-LITE AIRFIELD SERVICES, LLC**

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

Attachments: [2015-0363 Hi-Lite Airfield Services Agenda Packet](#)

A. 7 [2015-0364](#)**SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF INTENT TO ACCEPT SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Attachments: [2015-0364 SNAP Grant Packet - 8.18.15 Council Mtg](#)
[DC TO MAYOR AND CC RE HUD SNAP GRANT PROGRAMS LETTER OF IN](#)

A. 8 [2015-0365](#)**ARKANSAS HISTORIC PRESERVATION PROGRAM GRANT**

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, FOR THE HIRING OF A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND FOR REPAIR AND RECONSTRUCTION OF FENCING AT OAKS CEMETERY; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2015-0365 15-5162 CC RES](#)[2015-0365 15-5162 Agenda Packet](#)[2015-0365 15-5162 BA](#)**B. Unfinished Business:****B. 1** [2015-0249](#)**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:[15-5044 CC EX A & EX B](#)[15-5044 CC reports](#)[RZN 15-5044 \(4065 E. Huntsville Rd. The Plaza\) Hall Estill Letter](#)

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting. At the August 4, 2015 City Council meeting, this ordinance was tabled to the August 18, 2015 City Council meeting.

B. 2 [2015-0316](#)**ARKANSAS LEGACY LLC APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5066, FOR APPROXIMATELY 3.98 ACRES, LOCATED AT 1338 AND 1326 W. CLEVELAND STREET FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO DG, DOWNTOWN GENERAL SUBJECT TO A BILL OF ASSURANCE

Attachments:[15-5066 EX A & B](#)[Exhibit #4 Revision 3 - 071715](#)[15-5066 Full Report](#)[B.2 Additional Arkansas Legacy](#)[Arkansas Legacy Rezone Brian Teague Email](#)[Kit Williams Legacy Rezoning Appeal Considerations Memo](#)

At the July 21, 2015 City Council meeting, this ordinance was left on the first reading. At the August 4, 2015 City Council meeting, this ordinance was left on the second reading.

C. New Business:**C. 1** [2015-0357](#)**RFP NO. 14-11 NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AWARD RFP NO. 14-11 AND AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$813,651.00 TO UPGRADE THE CITY'S ENTERPRISE RESOURCE PLANNING SYSTEM, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$840,500.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$147,000.00

Attachments:[SRF-ERP New World 2015-0357](#)

C. 2 [2015-0353](#)**NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$1,184,576.00 TO UPGRADE THE CITY'S PUBLIC SAFETY SOFTWARE FOR POLICE, FIRE AND AFTER HOURS CITY-WIDE SERVICES, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$846,675.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,000.00

Attachments:[2015-0353 New World Public Safety Software Agenda Item](#)[BA_New World Systems AEGIS 2015-0353.xlsm](#)**C. 3** [2015-0360](#)**PRESIDIO NETWORKED SOLUTIONS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN THE AMOUNT OF \$158,355.05 PLUS APPLICABLE TAXES, PURSUANT TO THE TIPS/TAPS COOPERATIVE PURCHASING CONTRACT, FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK ARRAYS FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[BA_Presido 2015-0360.xlsm](#)[2015-0360 ERP Storage Hardware PRESIDIO Agenda Packet](#)**C. 4** [2015-0359](#)**AOS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH AOS, LLC IN THE AMOUNT OF \$71,039.88 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT, FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM SERVERS TO SUPPORT THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM UPGRADES

Attachments:[2015-0359 SRF-ERP Server Hardware AOS](#)[BA_AOS 2015-0359.xlsm](#)

C. 5 [2015-0361](#)**SHI, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SHI, INC. IN THE AMOUNT OF \$100,433.00 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT AND THE WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF MICROSOFT, VEEAM, AND VMWARE SUPPORT SOFTWARE NECESSARY FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES

Attachments: [2015-0361 SRF-ERP Server Software SHI](#)

C. 6 [2015-0351](#)**SWEETSER CONSTRUCTION, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF \$7,307,280.00 FOR THE CONSTRUCTION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$730,000.00

Attachments: [Legistar 20150 351 Sweetser Contract](#)
 [2015-0351 PURCHASE ORDER Ruppel 07292015](#)

C. 7 [2015-0354](#)**VAC 15-5116 (808 N. HIGHLAND AVENUE)**

AN ORDINANCE TO APPROVE VAC 15-5116 SUBMITTED BY JOSEF TUCKER FOR PROPERTY LOCATED AT 808 N. HIGHLAND AVENUE TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments: [2015-0354 15-5116 CC EXHIBITS](#)
 [2015-0354 15-5115 Agenda Packet](#)

C. 8 [2015-0356](#)**R-PZD 04-06.00 (RUPPLE ROW)**

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 04-06.00, RUPPLE ROW, CONTAINING APPROXIMATELY 41.70 ACRES, TO MODIFY THE ZONING OF THE DUPLEXES AND TRIPLEXES ON WORDSWORTH LANE TO ALLOW UP TO FOUR UNRELATED PERSONS TO LIVE IN EACH DWELLING UNIT

Attachments: [2015-0356 15-5135 Agenda Item](#)

C. 9 [2015-0355](#)**AMEND CHAPTERS 151 AND 163**

AN ORDINANCE TO AMEND CHAPTERS 151 AND 163 OF THE
UNIFIED DEVELOPMENT CODE TO MODIFY BED AND
BREAKFAST DEFINITION AND USE CONDITIONS

Attachments: [2015-0355 15-5111 Agenda Packet](#)

D. City Council Agenda Session Presentations:**D. 1** [2015-0366](#)

SPRING STREET MUNICIPAL PARKING DECK-CONSTRUCTION
UPDATE

E. City Council Tour:**F. Announcements:****G. 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, Arkansas

Tentative Agenda
113 West Mountain Parkway, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0298

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

BID NO. 15-37 DONELSON CONSTRUCTION CO., LLC

A RESOLUTION TO AWARD BID NO. 15-37 AND AUTHORIZE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF \$151,510.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF \$2.78 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,151.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-37 and authorizes a contract with Donelson Construction Co., LLC in the amount of \$151,510.00 for asphalt micro-surfacing of city streets at a cost of \$2.78 per square yard, and further approves a project contingency in the amount of \$15,151.00.

City of Fayetteville Staff Review Form

2015-0298

Legistar File ID

August 18, 2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

7/31/2015

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 15-37 Construction - 2015 Asphalt Microsurfacing to and approving a contract with Donelson Construction Co., LLC for the amount of \$151,510.00 and approving a 10% project contingency of \$15,151.00.

Budget Impact:

4470.9470.5417.00

Sales Tax Capital Improvements

Account Number

Fund

02052 / 1

In-House Pavement Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,992,324.00

Funds Obligated \$ 1,131,309.82

Current Balance **\$ 861,014.18**

Does item have a cost? Yes

Item Cost \$ 166,661.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 694,353.18**

V20140610

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 30, 2015

SUBJECT: Bid 15-37, Construction – 2015 Asphalt Microsurfacing

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid 15-37 Construction - 2015 Asphalt Microsurfacing to and approving a contract with Donelson Construction Co., LLC for the amount of \$151,510.00 and approving a 10% project contingency of \$15,151.00.

BACKGROUND:

Sealed formal bids for the purchase of asphalt microsurfacing were publicly read and the results are attached to this memo.

DISCUSSION:

Asphalt micro-surfacing is a polymer modified cold-mix paving system that can remedy a broad range of problems on streets.

Like its parent product, slurry seal, micro-surfacing begins as a mixture of dense-graded aggregate, asphalt emulsion, water, and mineral fillers. While conventional slurry seal is used around the world as an economical treatment for sealing and extending the service of both urban and rural roads, micro-surfacing has many added capabilities due to the use of high-quality, carefully monitored materials, including advanced polymers and other modern additives.

The application of the proper asphalt slurry system (micro-surfacing and/or slurry seal) will significantly extend the life of existing pavements by protecting the undersurface from damage caused by water seepage and oxidation.

BUDGET/STAFF IMPACT:

Funds for the purchase of asphalt microsurfacing have been budgeted in the In-House Pavement Improvements capital project.

Attachments:

Bid Tabulation
Bid Submittal
Contract
Purchase Requisition



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION

Bid 15-37, Construction - 2015 Asphalt Microsurfacing
Thursday, June 25, 2015, 2:00 PM, Local Time

				Donelson Construction Co., LLC			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL	
1	Microsurfacing (18-22 lbs/SY)	54,500	Per Square Yard	x	\$ 2.78	= \$	151,510.00
Total Base Bid						\$	151,510.00

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

A. Rennie
Witness

6/25/15

City of Fayetteville
Bid 15-37, Construction – 2015 Asphalt Microsurfacing
Bid Form

Contract Name: Bid 15-37, Construction – 2015 Asphalt Microsurfacing
Bid Number 15-37

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Danelson Construction Co., LLC

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

L.) 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.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

Line Item	Description	Unit of Measurement	Estimated Quantity		Line Item Unit Price	Total Base Bid
1	Microsurfacing (18-22 lbs/SY)	Per Square Yard	54,500	x	\$ <u>2.78</u>	= \$ <u>151,510.00</u>

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Donelson Construction Co., LLC
c/o Mike Donelson
1075 Wise Hill Road Clever, MO 65631
 Phone No. 417-743-2694
 FAX No. 417-743-2945

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this 24th Date of June, 20 15

Arkansas State Contractor License No. 0094780416

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation or LLC

Corporation Name: Danelson (SEAL) Construction Co., LLC

Date of Incorporation: 2003

Type (General Business, Professional, Service, Limited Liability): LLC

By: Michael J. Donelson
(Signature – attach evidence of authority to sign)

Name (type or printed): Michael J. Donelson

Title: Member

(CORPORATE SEAL)

Business address: 1075 Wise Hill Road
Clever, MO 65631

Phone No.: 417-743-2694 FAX No.: 417-743-2945

City of Fayetteville
Bid 15-37, Construction – 2015 Asphalt Microsurfacing
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Donelson Construction Co., LLC

BUSINESS ADDRESS: 1075 Wise Hill Road Clever, MO 65631

NUMBER OF YEARS IN BUSINESS: 12 HOW LONG IN PRESENT LOCATION: 12

TOTAL NUMBER OF CURRENT EMPLOYEES: ~~50~~ 50 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 20 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. Christian County, MO
COMPANY NAME

Ozark, MO
CITY, STATE, ZIP

Bill Barnett
CONTACT PERSON

417-581-2112
TELEPHONE

2013
DATE COMPLETED

E-MAIL ADDRESS

3. Greene County, MO
COMPANY NAME

Springfield, MO
CITY, STATE, ZIP

Jeff McCullough
CONTACT PERSON

417-838-6892
TELEPHONE

2014
DATE COMPLETED

E-MAIL ADDRESS

City of Fayetteville, AR
Bid 15-37, Construction – 2015 Asphalt Microsurfacing
Page 27 of 29

2. City of Rolla, MO
COMPANY NAME

Rolla, MO
CITY, STATE, ZIP

Gene Stroup
CONTACT PERSON

573-364-8659
TELEPHONE

2014
DATE COMPLETED

gstroup@rollacity.org
E-MAIL ADDRESS

4. City of Olathe
COMPANY NAME

Olathe, KS
CITY, STATE, ZIP

Jeff Beal
CONTACT PERSON

913-971-9050
TELEPHONE

2014
DATE COMPLETED

jbeal@olatheks.org
E-MAIL ADDRESS



UNITED FIRE & CASUALTY COMPANY 118 Second Avenue SE, PO Box 73909
Cedar Rapids, Iowa 52407-3909 319-399-5700

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Donelson Construction Company, LLC.
1075 Wise Hill Road
Clever, MO. 65631

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Fayetteville, Arkansas

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid ***

PROJECT:

(Name, location or address, and Project number, if any)

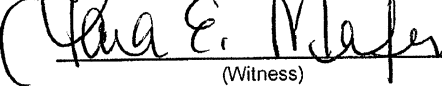
Bid 15-37, Construction-2015 Microsurfacing
Fayetteville, Arkansas

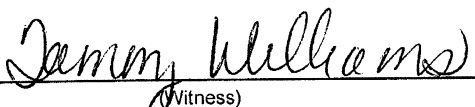
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

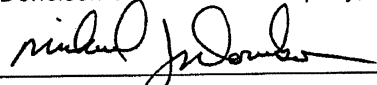
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

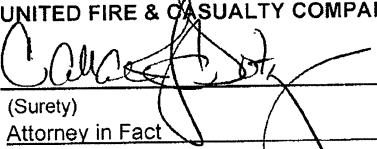
Signed and sealed this 25th day of June, 2015


(Witness)


(Witness)

Donelson Construction Company, LLC.


(Principal) (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY

(Surety) (Seal)
Attorney in Fact
(Title)

The language in this document conforms exactly to the language used in AIA Document A310 2010 edition.



**UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY**
(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
Page 20 of 863
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L YOST, OR CALLAE J DOTY, OR WILLIAM L SOUTHWORTH, OR BRANDI J BRADLEY, OR TOM MONTILEONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY OF SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:

On 14th day of October, 2013, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 25th day of June, 2015.



By: *David A. Lange*
Secretary, UF&C
Assistant Secretary, UF&I/FPIC



City of Fayetteville
Bid 15-37, Construction – 2015 Asphalt Microsurfacing
Contract – Asphalt Microsurfacing
Terms: Single project with unit pricing

This contract executed this ____ day of _____, 2015, between the City of Fayetteville, Arkansas, and Donelson Construction Co., LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Donelson Construction Co., LLC 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 15-37 as stated in Donelson Construction Co., LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-37, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Donelson Construction Co., LLC based on their bid proposal in an amount not to exceed \$151,510 for the initial scope of work and \$2.78 per square yard for changes necessary based on project conditions. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Donelson Construction Co., LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 15-37 with the specifications and conditions typed thereon.
 - B. Donelson Construction Co., LLC 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 Donelson Construction Co., LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Donelson Construction Co., LLC.
5. Donelson Construction Co., LLC shall not assign its duties under the terms of this agreement.
6. Donelson Construction Co., LLC 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 Donelson Construction Co., LLC 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. Donelson Construction Co., LLC 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, Donelson Construction Co., LLC shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Donelson Construction Co., LLC.

8. Donelson Construction Co., LLC to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Donelson Construction Co., LLC with 30 days written notice.
10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. 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.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2015.

Donelson Construction Co., LLC

CITY OF FAYETTEVILLE, ARKANSAS

By: Michael J. Donelson

Signature

By: _____

LIONELD JORDAN, Mayor

Michael J. Donelson

Printed Contractor Name & Title

Sandra E. Mayer

ATTEST (Signature)

ATTEST: (Signature)

Sandra E. Mayer

Company Secretary (Printed Name)

Sandra Smith, City Clerk

Business Address

1075 Wisch Hill Road
Clever, MO 65631

City, State & Zip Code

City of Fayetteville, AR

Bid 15-37, Construction -2015 Asphalt Microsurfacing

Page 2 of 3

Date Signed: 7/20/15

Date Signed: _____

Bond No. 54205100

PERFORMANCE BOND

Conforms with The American Institute of Architects
A.I.A. document No. A-311

KNOW ALL BY THESE PRESENTS: that Donelson Construction Company, LLC.

(Here insert full name and address or legal title of Contractor)

1075 Wise Hill Road
Clever, MO. 65631

as Principal, hereinafter called Contractor, and, United Fire & Casualty Company

(Here insert full name and address or legal title of Surety)

P.O. Box 73909
Cedar Rapids, IA. 52407 (319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fayetteville, Arkansas

(Here insert full name and address or legal title of Owner)

113 W. Mountain Street
Fayetteville, AR. 72701

as Obligee, hereinafter called Owner, in the amount of One Hundred Fifty-one Thousand Five Hundred Ten Dollars And Zero
Dollars (\$151,510.00).
Cents

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated

, entered into a contract

with Owner for 2015 Asphalt Microsurfacing

(Here insert full name, address and description of project)

Fayetteville, Arkansas

in accordance with Drawings and Specifications prepared by N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

PERFORMANCE BOND

54205100

Tentative Agenda
Page 25 of 863

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the

contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 27th day of July, 2015.

Shirley E. Maffey
(Witness)

Dammy Williams
(Witness)

Donelson Construction Company, LLC. (Seal)
(Principal)

Michael J. Donelson
Member (Title)

United Fire & Casualty Company (Seal)
(Surety)

Garrett A. [Signature]
Attorney-In-Fact (Title)

LABOR AND MATERIAL PAYMENT BOND

Bond No. 54205100

Conforms with The American Institute of Architects

A.I.A. Document No. A-311

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL BY THESE PRESENTS: that Donelson Construction Company, LLC.

(Here insert full name and address or legal title of Contractor)

1075 Wise Hill Road
Clever, MO. 65631

as Principal, hereinafter called Principal, and, United Fire & Casualty Company

(Here insert full name and address or legal title of Surety)

P.O. Box 73909
Cedar Rapids, IA. 52407
(319) 399-5700

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fayetteville, Arkansas

(Here insert full name and address or legal title of Owner)

113 W. Mountain Street
Fayetteville, AR. 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One Hundred Fifty-
one Thousand Five Hundred Ten Dollars And Zero Cents Dollars
(\$151,510.00).

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

, entered into a contract

with Owner for 2015 Asphalt Microsurfacing

(Here insert full name, address and description of project)

Fayetteville, Arkansas

in accordance with Drawings and Specifications prepared by N/A

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

54205100

Tentative Agenda
Page 27 of 863

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials

were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 27th day of July, 2015.

Shara E. Mufir
(Witness)

Donelson Construction Company, LLC.

(Seal)
(Principal)

Michael J. Donelson
Member
(Title)

Sammy Williams
(Witness)

United Fire & Casualty Company

(Seal)
(Surety)

Calvin F. [Signature]
Attorney-In-Fact
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
118 Second Avenue SE
Cedar Rapids, IA 52401-6633

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GARY L. YOSIF, OR CALLAE J. DQTY, OR WILLIAM L. SOUTHWORTH, OR BRANDI J. BRADLEY, OR TOM MONTLEDONE, OR S. CHRISTINE TOWNSEND, ALL INDIVIDUALLY OF SPRINGFIELD MO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of October, 2015 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2: Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby, such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN-WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of October, 2013

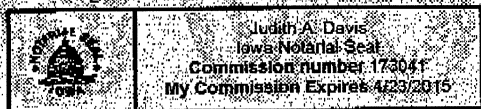
UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: Dennis J. Richmann Vice President

State of Iowa, County of Linn, ss:

On 14th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this _____ day of _____, 20____.



By: David A. Lange
Secretary, UF&C
Assistant Secretary, UF&I/FPIC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2015
Tentative Agenda
Page 29 of 853

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 Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	CONTACT NAME: Cecilia Early PHONE (417) 887-3550 FAX (417) 887-3252 E-MAIL: cearly@bpj.com ADDRESS: [blank]
INSURED Clever Stone Company Inc Donelson Construction Company LLC 1075 Wise Hill Rd Clever MO 65631	INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Co NAIC # 13021 INSURER B: Midwest Builders Casualty 13126 INSURER C: [blank] INSURER D: [blank] INSURER E: [blank] INSURER F: [blank]

COVERAGES CERTIFICATE NUMBER: CL151715670 REVISION NUMBER: [blank]
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	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC		60342186	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		60342186	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ [blank] BODILY INJURY (Per accident) \$ [blank] PROPERTY DAMAGE (Per accident) \$ [blank]
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTIONS		60342186V	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	15BWC0885	1/1/2015	1/1/2016	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Vehicles		60342186	1/1/2014	1/1/2015	LIMIT OF INSURANCE 250,000 DEDUCTIBLE 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ref: 2015 Asphalt Microsurfacing, Fayetteville, AR. The Certificate Holder is an additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cecilia Early/CLE

ACORD 25 (2010/05)

INS025 (201005).01

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City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.: _____ Date: **8/5/2014** Tentative Agenda
P.O Number: _____ Page 30 of 953

Vendor #: 23562	Vendor Name: Donelson Construction Co., LLC	Mail ☒ Yes ☐ No	Legistar#: 2015-0298
Address: _____		Taxable ☐ Yes ☒ No	
City: _____	State: _____	FOB Point: _____	Expected Delivery Date: _____
		Zip Code: _____ Ship to code: 104	
Requester: Ginny Gundlach		Requester's Employee #: 2283	Quotes Attached ☐ Yes ☒ No

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Asphalt Microsurfacing	54500	SQ YD	2.78	\$151,510.00	4470.9470.5417.00	02052 / 1		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Contract # _____, Per Bid 15-37 & Res _____

Subtotal: **\$151,510.00**
Tax: **\$0.00**
Total: **\$151,510.00**

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____
Chief Financial Officer: _____ Budget Director: _____ IT Director: _____
Dispatch Manager: _____ Utilities Manager: _____ Other: _____



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 101 of 863
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0340

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

FAYETTEVILLE MUNICIPAL PARKING LOT 1

A RESOLUTION TO APPROVE LEASE AGREEMENTS FOR FOUR (4) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

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 Lease Agreements, copies of which are attached to this Resolution, for four (4) parking spaces located in Fayetteville Municipal Parking Lot 1 at 160 West Mountain Street for one (1) year with the option to renew for four (4) additional one-year terms at a monthly cost of \$50.00 per parking space.

City of Fayetteville Staff Review Form

2015-0340

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Melissa Elmore

7/22/2015

Parking & Telecommunications /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving Lease Agreements for 4 parking spaces in Municipal Parking Lot 1 of the City of Fayetteville.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

Previous Ordinance or Resolution # 140-05

V20140710

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Melissa Elmore, Parking Management
DATE: July 22, 2015
SUBJECT: Approval of Parking Lease Agreements in Parking Lot 1

RECOMMENDATION:

Staff recommends approving Parking Lease Agreements on 4 parking spaces in Lot 1. These spaces are located in the Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church and Center Streets, a/k/a 160 West Mountain Street. The term of each lease will run for one (1) year with the option to renew the lease for four (4) additional one-year terms.

BACKGROUND:

During 2010, the City entered into lease agreements on 4 parking spaces in Parking Lot 1. Fulton Enterprises, Inc. d/b/a Town and Country Shop leased 4 spaces for retail customers. In 2011, Fulton Enterprises requested the cancellation of 2 of the 4 leased spaces. These 2 spaces were subsequently leased to Edward Jones. Each space leases for \$50.00 per month.

DISCUSSION:

The City currently holds leases on 18 parking spaces in Municipal Parking Lot 1. Campbell Bell POA leases 14 spaces for the condominium owners located in the Campbell Bell Building on the west side of the Square; Fulton Enterprises, Inc. d/b/a Town and Country Shop and Edward Jones.

BUDGET/STAFF IMPACT:

The 4 spaces generate \$2,400.00 per year. The total revenue on all 18 spaces is \$10,800.00 per year.

Attachments:

The new leases will be arranged as follows:

- Fulton Enterprises, Inc. – 2 spaces (Space #8, 9)
- Edward Jones – 2 spaces (Space #32, 33)

LEASE

This Agreement, made and entered into this _____ day of _____ 2015, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Fulton Enterprises, Inc., d/b/a Town and Country Shop, 9 South Block Ave., AR 72701, **Witnesseth:**

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Fulton Enterprises, Inc., d/b/a Town and Country Shop as obligations to the City of Fayetteville, the City of Fayetteville lets, leases and demises unto Fulton Enterprises, Inc., d/b/a Town and Country Shop, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

Two (2) parking spaces, as set forth on Exhibit **A** attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Fulton Enterprises, Inc., d/b/a Town and Country Shop for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2015, and shall extend for a term of one (1) year, ending at midnight on July 31, 2016. Fulton Enterprises, Inc., d/b/a Town and Country Shop shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Fulton Enterprises, Inc., d/b/a Town and Country Shop agree to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the first of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Fulton Enterprises, Inc., d/b/a Town and Country Shop agree to use the lease premises only for the purpose of vehicle parking for use of Fulton Enterprises, Inc., d/b/a Town and Country Shop. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Fulton Enterprises, Inc., d/b/a Town and Country Shop may

make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City of Fayetteville. Any such improvement shall be solely at Fulton Enterprises, Inc., d/b/a Town and Country Shop' expense.

6. **Assignment.** Fulton Enterprises, Inc., d/b/a Town and Country Shop shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Fulton Enterprises, Inc., d/b/a Town and Country Shop from liability for the obligation imposed by this lease. Fulton Enterprises, Inc., d/b/a Town and Country Shop may only be released from liability by a specific written release executed by City of Fayetteville.

7. **Holdover.** Fulton Enterprises, Inc., d/b/a Town and Country Shop hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Fulton Enterprises, Inc., d/b/a Town and Country Shop will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Fulton Enterprises, Inc., d/b/a Town and Country Shop shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Fulton Enterprises, Inc., d/b/a Town and Country Shop's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Fulton Enterprises, Inc., d/b/a Town and Country Shop agree that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. **Termination.** City of Fayetteville hereby reserves the right to terminate this Lease at any time during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Fulton Enterprises, Inc., d/b/a Town and Country Shop on a prorated basis of the actual cost to make improvements to the premises.

9. **Compliance with Laws.** Fulton Enterprises, Inc., d/b/a Town and Country Shop agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. **Non-Waiver.** It is agreed that the failure of City of Fayetteville to invoke any of

the available remedies under this lease or under law in the event of one or more breaches or defaults by Fulton Enterprises, Inc., d/b/a Town and Country Shop under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Fulton Enterprises, Inc., d/b/a Town and Country Shop shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

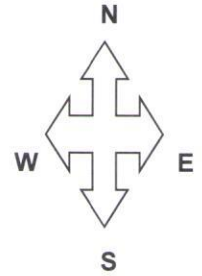
By: _____
SONDRA SMITH, City Clerk

Elizabeth Fulton
Fulton Enterprises, Inc.

FULTON ENTERPRISES, INC., D/B/A
TOWN AND COUNTRY SHOP

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	27 7
	97	74 51	28 8 Fulton
	98	75 52	29 9 Fulton
	99	76 53	30 10
	100	77 54	31
	101	78 55	Edward Jones 32
	102	79 56	Edward Jones 33
	103	80 57	POA 34 11 POA
	104	81 58	POA 35 12 POA
	105	82 59	POA 36 13 POA
	106	83 60	POA 37 14 POA
	107	84 61	POA 38 15 POA
	108	85 62	POA 39 16 POA
	109	86 63	POA 40 17 POA
	110	87 64	Handicap 18
	111	88 65	Handicap 19
	112	89 66	Handicap 20
MOUNTAIN STREET			



LEASE

This Agreement, made and entered into this _____ day of _____ 2015, by and between the City of Fayetteville, Arkansas, a Municipal Corporation, 113 W. Mountain, Fayetteville, Arkansas, and Edward Jones, c/o Robert Baker, 15 South Block Ave. Suite 108, Fayetteville, AR 72701, **and Witnesseth:**

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Edward Jones, c/o Robert Baker as obligations to the City of Fayetteville, the City of Fayetteville lets, leases and demises unto Edward Jones, c/o Robert Baker, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas:

Two (2) parking spaces, as set forth on Exhibit **A** attached hereto, located in the Fayetteville Municipal Parking Lot 1, west of the Campbell Bell Building between Mountain, Church, and Center Streets, a/k/a/ 160 West Mountain Street, Fayetteville, Arkansas.

To have and to hold said premises unto Edward Jones, c/o Robert Baker for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. **Term.** This term shall commence on August 1, 2015, and shall extend for a term of one (1) year, ending at midnight on July 31, 2016. Edward Jones, c/o Robert Baker shall have the option to renew this lease for 4 additional 1 year terms. The option may be exercised by providing written notice to City of Fayetteville at least 30 days prior to expiration of this lease.

3. **Rent.** Edward Jones, c/o Robert Baker agrees to pay to City of Fayetteville as rental for the first year of this lease the sum of \$50.00 per space per month. Thereafter, the rent shall be adjusted each year at the lease anniversary date to an amount charged for comparable lease spaces in this lot. If no comparables exist, rates will be the same as the Town Center parking deck rates. Each monthly payment is due in advance and payable on or before the first of each month. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** Edward Jones, c/o Robert Baker agrees to use the lease premises only for the purpose of vehicle parking for use of Edward Jones, c/o Robert Baker. However, it is understood that the City of Fayetteville will not provide enforcement for restrictive parking spaces identified in this lease.

5. **Improvements.** Edward Jones, c/o Robert Baker may make the following improvements: Install private parking notices on meter poles. Design for all improvements shall be approved by the City of Fayetteville. Any such improvement shall be solely at Edward Jones, c/o Robert Baker's expense.

6. **Assignment.** Edward Jones, c/o Robert Baker shall not assign this lease or sublet the leased premises without prior written consent of the City of Fayetteville. Consent for any assignment or subletting shall only be considered at the same rates as established in Paragraph 3. above. Any such assignment or subletting shall in no way relieve Edward Jones, c/o Robert Baker from liability for the obligation imposed by this lease. Edward Jones, c/o Robert Baker may only be released from liability by a specific written release executed by City of Fayetteville.

7. **Holdover.** Edward Jones, c/o Robert Baker hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, Edward Jones, c/o Robert Baker will peaceably deliver possession of the leased premises to City of Fayetteville. In the event Edward Jones, c/o Robert Baker shall be permitted by City of Fayetteville to hold over after the expiration or termination of this lease, said holding over, in the absence of any written agreement to the contrary, shall be construed as a tenancy from calendar month to calendar month at a monthly rental equal to the rental for the last month paid under this lease, or as may be amended on the anniversary of the term set forth in Paragraph 2. above. A month-to-month tenancy arising by Edward Jones, c/o Robert Baker's holding over under this paragraph may be terminated by written notice from either party to the other party on or before the day on which any monthly rent is due with termination not becoming effective until the day on which the next following monthly rental would have otherwise become due. In the event it should become necessary for City of Fayetteville to institute any action at law to recover possession at the time of termination, whenever and however termination may occur, Edward Jones, c/o Robert Baker agree that it will pay all costs and expenses of such action, including reasonable attorney's fees.

8. **Termination.** City of Fayetteville hereby reserves the right to terminate this Lease at any time during the term of this Lease if it is determined by the Fayetteville City Council that the leased premises is needed for a valid public purpose. If City of Fayetteville terminates the lease prior to expiration of the term in Paragraph 2., City of Fayetteville shall compensate Edward Jones, c/o Robert Baker on a prorated basis of the actual cost to make improvements to the premises.

9. **Compliance with Laws.** Edward Jones, c/o Robert Baker agrees not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction of the leased premises.

10. **Non-Waiver.** It is agreed that the failure of City of Fayetteville to invoke any of the available remedies under this lease or under law in the event of one or more breaches

or defaults by Edward Jones, c/o Robert Baker under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent City of Fayetteville from invoking such remedies in the event of any future breach or default.

11. **Insurance.** Edward Jones, c/o Robert Baker shall be solely responsible for maintaining insurance on any improvements made to the leased premises, as well as for general public liability insurance.

12. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

CITY OF FAYETTEVILLE:

By: _____
LIONELD JORDAN, Mayor

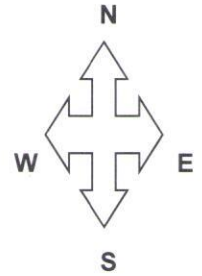
ATTEST:

By: _____
SONDRA SMITH, City Clerk

EDWARD JONES, c/o Robert Baker

EXHIBIT A - LOT 1

CENTER STREET			
CHURCH STREET	90	Handicap 44	21 1
	91	68 45	22 2
	92	69 46	23 3
	93	70 47	24 4
	94	71 48	25 5
	95	72 49	26 6
	96	73 50	27 7
	97	74 51	28 8 Fulton
	98	75 52	29 9 Fulton
	99	76 53	30 10
	100	77 54	31
	101	78 55	Edward Jones 32
	102	79 56	Edward Jones 33
	103	80 57	POA 34 11 POA
	104	81 58	POA 35 12 POA
	105	82 59	POA 36 13 POA
	106	83 60	POA 37 14 POA
	107	84 61	POA 38 15 POA
	108	85 62	POA 39 16 POA
	109	86 63	POA 40 17 POA
	110	87 64	Handicap 18
	111	88 65	Handicap 19
	112	89 66	Handicap 20
MOUNTAIN STREET			





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2015-0347

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

CHANGE ORDER NO. 1 LEIGH EARTHWORKS, LLC

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LEIGH EARTHWORKS, LLC IN THE AMOUNT OF \$15,362.00 TO CORRECT THE SLOPE OF EXISTING ACCESSIBLE PARKING SPACES AT THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER

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 Change Order No. 1 to the contract with Leigh Earthworks, LLC in the amount of \$15,362.00 to correct the slope of existing accessible parking spaces at the Fayetteville Senior Activity and Wellness Center.

City of Fayetteville Staff Review Form

2015-0347

Legistar File ID

8/18/2015

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

Alison Jumper

7/29/2015

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Change Order #1 in the amount of \$15,362 to contract 2367 with Leigh Earthworks, LLC for Bid #15-34.

Budget Impact:

4470.9470.5315.00

Fayetteville Senior Center Parking Lot

Account Number

Fund

14006.1

Fayetteville Senior Center Parking Lot

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 57,697.00

Funds Obligated \$ 35,366.00

Current Balance **\$ 22,331.00**

Does item have a cost? Yes

Item Cost \$ 15,362.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 6,969.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

2367

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Alison Jumper, Park Planning Superintendent

FROM: Ken Eastin, Park Planner II

DATE: July 28, 2015

SUBJECT: Approval of Change Order #1 in the amount of \$15,362 for Contract #2367 with Leigh Earthworks, LLC resulting from Bid #15-34

RECOMMENDATION:

Approval of Change Order #1 to Contract #2367 with Leigh Earthworks, LLC resulting from Bid #15-34. The change order is in the amount of \$15,362 to the original contract amount of \$35,063 and will result in a new contract amount of \$50,425.

BACKGROUND:

The Fayetteville Senior Activity and Wellness Center opened in July 2003. The goals of the center are to help senior Arkansans remain healthy, active, independent and contributing members of the community as long as possible. The center offers wellness/exercise programs as well as a wide range of daily activities. They also offer delivered home meals to homebound seniors through the meals-on-wheels program.

The center has flourished and become a popular, well-used facility. Senior residents and staff have requested additional parking for many years. Parking improvements were identified in the 2015 Capital Improvement Plan. The project includes the addition of eight new standard parking spaces and restriping of the existing parking lots at the center. This will result in a total of 12 additional standard parking spaces and three new motorcycle/scooter spaces. Parking lot trees and site restoration are also included.

DISCUSSION:

Approval of the change order is necessary to correct the slope of the existing handicap parking spaces at the center island. This proposed solution to these existing spaces will satisfy ADA requirements as well as address a ponding / drainage issue at this location. The scope of work will include:

- Demolition of the existing curb, sidewalk, and asphalt
- Raising of the existing grades
- New curb, gutter, and sidewalk from steps to curve
- New asphalt.

This work is in addition to expansion plans specified in Contract #2367 and will further improve these parking facilities to serve the Senior Center's various programs and participants.

BUDGET/STAFF IMPACT:

This project is funded with Sales Tax Funds. The original budget for the project was \$58,000. The total cost of \$50,425 is accounted for in project number 14006 – Senior Center Parking Improvements. This amount is over the approved contingency amount of \$3,506.

Attachments:

Resolution 108-15

Change Order #1 Cost Estimate

Change Order #1

RESOLUTION NO. 108-15

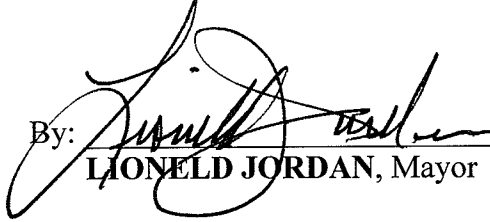
A RESOLUTION TO AWARD BID #15-34 AND AUTHORIZE A CONTRACT WITH LEIGH EARTHWORKS, LLC OF WINSLOW, ARKANSAS FOR THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER PARKING LOT EXPANSION PROJECT IN THE AMOUNT OF \$35,063.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$3,506.00

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

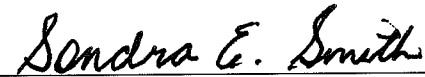
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #15-34 and authorizes a contract with Leigh Earthworks, LLC of Winslow, Arkansas for the Fayetteville Senior Activity and Wellness Center parking lot expansion project in the amount of \$35,063.00, and further approves a project contingency in the amount of \$3,506.00.

PASSED and APPROVED this 16th day of June, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk Treasurer



Leigh Earthworks L.L.C.

16726 Sunset Rd., Winslow, AR 72959

Rhonda Devore, Owner 479-841-7057

JOB PROPOSAL

Date: July 23, 2015	Company: City of Fayetteville
Project: Senior Citizen Center Change Order	Attention: Wade Abernathy
Location: Fayetteville, AR	Address: fax: 479-575-8223 wabernathy@fay-ar.gov

We propose to furnish all material, equipment, and labor necessary to perform and complete the following:

DESCRIPTION:	QUANTITY:	UNIT:		UNIT COST:	COST:
Topsoil (Inplace)	2	lds	@	\$ 500.00	\$1,000.00
Roller	4	hrs	@	\$ 85.00	\$340.00
Compactor	4	hrs	@	\$ 60.00	\$240.00
Sawcut	110	lf	@	\$ 7.25	\$797.50
Remove Curb	65	lf	@	\$ 7.75	\$503.75
Remover Sidewalk	75	lf	@	\$ 7.75	\$581.25
Remove Asphalt	1	ls	@	\$ 520.00	\$520.00
SB2	41	cy	@	\$ 24.50	\$1,004.50
Asphalt	1	ls	@	\$ 6,875.00	\$6,875.00
Concrete	1	ls	@	\$ 3,500.00	\$3,500.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

We propose to furnish all material, equipment, and labor, complete in accordance with the above specifications, for the sum of:

	Dollars	\$15,362.00	Page 1 Total
		\$15,362.00	Proposal Total



www.accessfayetteville.org

CHANGE ORDER NO. 1 Cost Plus _____ Pre-Agreed Unit Price x

Project Name and Number: Bid 15-34 Construction- Senior center Parking Lot-Rebid

Name of Contractor: Leigh Earthworks

Address of Contractor: 16726 Sunset Rd., Winslow, AR, 72959

Date of Contract: June 16, 2015

Original Contract Sum:	\$ 35,063.00
Total Amount of All Previous Approved Change Orders:	\$ 0
Contract Sum prior to this Change Order:	\$ 35,063.00
Contract Sum increase this Change Order:	\$ 15,362.00
New Contract Sum including this Change Order:	\$ 50,425.00

Subject and Reason for this Change Order: To make existing Handi-Cap Parking Spaces at center Island compliant.

Additional Time Requested: 35 Calendar Days

Dated this 17th day of 2015

CITY OF FAYETTEVILLE

Parks & Recreation Department

By: Alison Jumper
Alison Jumper, Park Planning Superintendent

Leigh Earthworks, Inc.

Contractor

By: Rhonda DeWore

Title: Owner

ATTEST: Racinda Brownell

CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

ATTEST: _____



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 49 of 863

Text File

File Number: 2015-0350

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE RELOCATION, STARTUP AND EXPANSION OF COMPANIES IN THE ECOMMERCE AND RETAIL TECHNOLOGIES INDUSTRY IN THE CITY OF FAYETTEVILLE, AND TO SUPPORT THE APPLICATION OF OVERDRIVE BRANDS FOR A STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

WHEREAS, the City of Fayetteville recognizes and prioritizes the technology sector in its economic development efforts due in part to its ability to create quality jobs and targets this sector for business recruitment, retention and expansion; and

WHEREAS, the technology sector can be broadly defined to include segments of the business community engaged in retail technology and eCommerce; and

WHEREAS, OverDrive Brands recently relocated its operations to Fayetteville in order to grow its retail technology and eCommerce business and may qualify for Equity Investment Incentive Act of 2007 tax credits pursuant to Ark. Code Ann. § 15-4-3301, *et seq.*;

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 for the relocation, startup and expansion of businesses engaged in the eCommerce and retail technologies industry in the City of Fayetteville.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby expresses its support for the application of OverDrive Brands for Equity Investment Incentive Act of 2007 tax credits pursuant to Ark. Code Ann. § 15-4-3301, *et seq.*

City of Fayetteville Staff Review Form

2015-0350

Legistar File ID

8/18/2015

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

Jeremy Pate

7/31/2015

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO SUPPORT THE RECENT RE-LOCATION, START-UP AND EXPANSION OF OVERDRIVE BRANDS, A RETAIL E-COMMERCE COMPANY, IN THE CITY OF FAYETTEVILLE AND TO SUPPORT THEIR REQUEST FOR STATE OF ARKANSAS TAX CREDITS IN THE TECHNOLOGY SECTOR

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: July 30, 2015

SUBJECT: OverDrive Brands

RECOMMENDATION:

A resolution to support the recent relocation, startup and expansion of OverDrive Brands, a retail e-commerce company, and to support associated requests for State of Arkansas tax credits in the Technology Sector.

BACKGROUND:

OverDrive Brands is a recent addition to Fayetteville. Previously situated in the Chicago area, OverDrive Brands was convinced to relocate their headquarters to Fayetteville with the investment of a venture capital company located in Northwest Arkansas, New Road Ventures. Targeted investments by New Road Ventures include companies doing business in logistics and data, retail and consumer packaging, marketing and branding. OverDrive Brands falls into the retail technology and ecommerce sector, currently offering aftermarket auto parts. They are a small business currently headquartered on the Downtown Square, but rapidly expanding with high growth potential. Since moving to Fayetteville, the company has increased from two employees to 12, with an average pay of approximately \$60,000 per year. In the next 24 months, the company plans to add 16 additional high-skilled jobs, and has established a strong internship program with the University of Arkansas to train and retain talent. In staff's opinion, this is a good example of an investment occurring in a company that then resulted in additional jobs and expansion within our community, in a targeted sector of economic development.

DISCUSSION:

The request is simply for the City of Fayetteville to recognize and support OverDrive Brands' expansion into our City, and to encourage the State of Arkansas to look favorably upon subsequent application for state tax credits in the technology sector. This particular business model does not fit neatly into the State's identified eligible tax-credit industries, but is one that the City believes should be considered for eligibility in the Technology Sector.

BUDGET/STAFF IMPACT:

There is no direct impact to City of Fayetteville revenue from this resolution. There is potentially positive impact from the decision to relocate and headquarter this expanding business in Fayetteville.

Attachments:

Letter of Request

Letter of Support



Overdrive

OVERDRIVE BRANDS, LLC

112 W. Center Street • Suite 410 • Fayetteville, AR 72712

July 28, 2015

Via email to: CTan@fayettevillear.com

Chung Tan, CECD

Director of Economic Development

123 W. Mountain Street

Fayetteville, AR 72702-4216

Dear Ms. Tan,

OverDrive Brands, LLC ("OverDrive") is a national provider of automotive aftermarket accessories and dealership services. Our products include easy to install chrome skins for wheels, mirrors, door handles, grills, chrome running boards, 4x4 accessories, and dealership supplies, such as floor mats and sales banners. We are also the exclusive on-line dealer of the leading brand of replacement side mounted rearview mirrors. We compliment these products with data driven proprietary business intelligence tools.

OverDrive relocated its company headquarters from Chicago, Illinois, to Fayetteville, Arkansas, in January 2014, and began implementation of its growth plan. Currently, OverDrive has 12 employees, four in Illinois and eight in Arkansas, with an average salary of \$59,666. We plan to hire 16 new employees in the next 24 months.

In order to qualify for tax credits for our financial investors, OverDrive must fall into one of the industry categories established by the state of Arkansas or by local resolution. Because OverDrive does not fall neatly in one of the statewide categories of industries it seeks to support, we need a simple resolution from the city saying that it supports the location and growth of eCommerce and retail technology companies in Fayetteville in order to qualify for the tax credits.

Below is a sample of the language we need (or something similar):

"The city of Fayetteville supports the location, startup and expansion of companies in the eCommerce and retail technologies industry."

Please let me know if you need any additional information. I appreciate your attention to this matter and support of the growth of OverDrive Brands in Fayetteville, Arkansas.

Sincerely,

Kurt Lind, CEO



To: Mayor Lioneld Jordan
City of Fayetteville

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

From: Steve Clark, CEO & President

Date: July 7th, 2015

Subject: Recommendation to pass a City Resolution to support eCommerce businesses in Fayetteville

A handwritten signature in blue ink, appearing to read 'Steve Clark', is written over the 'CC' and 'From' fields.

Arkansas has a tax credit program whereby investors are eligible to receive tax credits equal to 1/3 of each dollar invested if the Arkansas-based **company falls within one of the industry categories established by the state or by a local resolution.**

New Road Ventures (NRV) is a venture capital company based in NWA. They invest in high-growth potential companies in retail, consumer packaged goods, consumer marketing and branding, logistics and data categories.

NRV has invested in OverDrive Brands in January of last year. OverDrive is a data powered eCommerce company selling aftermarket auto parts. They were previously based in Chicago but NRV's investments led them to relocate their headquarters to Fayetteville. They have been expanding rapidly and could potentially be another incredible success story for Fayetteville.

As OverDrive does not fall neatly in one of the statewide categories of industries that the state supports, I write to request the city to pass a City Resolution supporting OverDrive as an eCommerce business and recognizing the company as one that falls under the technology sector, a sector that we strategically work to attract and retain for creation of jobs that pay above the national average.

Attached is a draft resolution for the city's review and consideration.

Please let me know if I may answer any questions you may have on this request.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 55 of 863

Text File

File Number: 2015-0363

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID NO. 15-45 HI-LITE AIRFIELD SERVICES, LLC

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 15-45 and authorizes a contract with Hi-Lite Airfield Services, LLC in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation Project, and further approves a project contingency in the amount of \$4,425.00.

City of Fayetteville Staff Review Form

2015-0363

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John J. Roscoe

7/31/2015

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Resolution to: 1) Authorize a Contract with Hi-Lite Airfield Services in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation project. 2) Authorize a 5% contract contingency in the amount of \$4,425.00

Budget Impact:

5550.3960.5804.00

D810 Aviation

Account Number

Fund

15030 1

Airport Pavement Painting & Signs

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 199,867.00

Funds Obligated \$ 23,000.00

Current Balance **\$ 176,867.00**

Does item have a cost? Yes

Item Cost \$ 92,917.50

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 83,949.50**

V20140710

Previous Ordinance or Resolution # 123-15

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Staff/Contract Review Committee
Terry Gulley, Transportation Director

FROM: John J. Roscoe, Airport Director

DATE: 7/31/15

SUBJECT: Contract w/Hi-Lite Airfield Services
Legistar Item # 2015-0363

RECOMMENDATION:

Staff recommends approval of a Resolution to: 1) Authorize a Contract with Hi-Lite Airfield Services in the amount of \$88,492.50 for the painting portion of the Airfield Pavement Marking Rehabilitation project. 2) Authorize a 5% contract contingency in the amount of \$4,425.00

BACKGROUND:

Resolution 123-15, 7/21/15, authorized Task Order No. 3 for Airport consulting engineers, Garver, to provide Design, Bidding and Construction Oversight of the Airfield Pavement Marking Rehabilitation project and to accept a 90/10 grant from the Arkansas Department of Aeronautics.

Bids for construction were received by the City on 7/28/15. Three bids were received with Hi-Lite Airfield Services submitting the lowest bid.

DISCUSSION:

All three bidders submitted prices below the Engineer's estimate. Hi-Lite Airfield Services provided a bid in the amount \$88,492.50; well within the project budget's allocation for this portion of the work. Hi-Lite will perform crack cleaning and sealing, surface preparation and reflective/non-reflective painting of runway and taxiway markings. A 5% contract contingency in the amount of \$4,425.00 is requested in order facilitate a speedy resolution to any unanticipated problem discovered in the course of the work.

The replacement of runway and taxiway signs will be accomplished in-house. Airport staff will purchase the sign panels direct from the manufacturer and perform the installation.

BUDGET/STAFF IMPACT:

The Airport will expend a portion of its fund balance reserve, approximately \$11,707.00, which, owing to the low bids received, is significantly less than originally budgeted for this project.

Attachments:

SRF, SRM,
Bid Tab
Construction Contract – Hi-Lite Airfield Services
Purchase Request



BID: 15-45
07/28/15
2:00 PM
CITY OF FAYETTEVILLE

Bid 15-45, Construction - FVW Airfield Pavement Marking Rehabilitation

BIDDER		SCHEDULE 1	SCHEDULE 2	TOTAL BID PRICE
1	American Stripers, LLC	\$119,650 ⁰⁰	\$160,050 ⁰⁰	\$
2	Hi-Lite Airfield Services	\$88,492 ⁵⁰	\$88,492 ⁵⁰	\$
3	Time Striping Inc	\$122,770 ⁰⁰	\$131,102 ⁵⁰	\$

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



Tentative Agenda
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 15-45, Construction – FYV Airfield Pavement Marking Rehabilitation

DEADLINE: Tuesday, July 28, 2015 before 2:00 PM, Local Time, Room 306

PRE-BID MEETING: N/A

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Andrea Foren, CPPO, CPPB, aforen@fayetteville-ar.gov, 479.575.8220

DATE OF ISSUE AND ADVERTISEMENT: Friday, July 10 and 17, 2015

INVITATION TO BID

Bid 15-45, Construction – FYV Airfield Pavement Marking Rehabilitation

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. 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.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Andrea Foren, Purchasing Agent, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 159 total pages

FILE #2: PROJECT DRAWINGS: 15 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT <http://bids.fayetteville-ar.gov>

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://bids.accessfayetteville.org>. Failure to acknowledge addenda issued as instructed could result in bid rejection.



City of Fayetteville
Engineering Division
125 West Mountain Street
Fayetteville, Arkansas 72701

PROJECT MANUAL

FOR

FAYETTEVILLE – DRAKE FIELD (FYV)

Airfield Pavement Marking Rehabilitation

GARVER PROJECT 15041212

BID # 15-45
Date: July, 2015

Garver, LLC
2049 E. Joyce Blvd.
Suite 400
Fayetteville, Arkansas 72703
PHONE: (479) 527-9100
FAX (479) 527-9101
www.GarverUSA.com



**CITY OF FAYETTEVILLE
FYV AIRFIELD PAVEMENT MARKING REHABILITATION**

I hereby certify that the FAYETTEVILLE – DRAKE FIELD (FYV) AIRFIELD PAVEMENT MARKING REHABILITATION civil plans and specifications were prepared by me or under my direct supervision and that I am duly Licensed Engineer under the laws of the State of Arkansas.

(Seal)

Name: Adam White Date: July 9, 2015



CERTIFICATE OF AUTHORIZATION BY GARVER, LLC



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TABLE OF CONTENTS
Contract Title: **FAYETTEVILLE – DRAKE FIELD (FYV)**
AIRFIELD PAVEMENT MARKING REHABILITATION

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TECHNICAL SPECIFICATIONS

P-620	RUNWAY AND TAXIWAY PAINTING	P-620-1
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END OF DOCUMENT

DOCUMENT 00120 – INVITATION TO BID:

**Invitation to Bid
City of Fayetteville, Arkansas
Bid 15-45, Construction – FYV Airfield Pavement Marking Rehabilitation**

Contract Name: FYV Airfield Pavement Marking Rehabilitation

City of Fayetteville Bid Number: 15-45

Advertising Dates: 07/10/15, 07/17/15

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the rehabilitation of the FYV airfield pavement markings. The Contract includes, but is not limited to: Installation of approximately 101,000 square feet of reflective pavement markings, approximately 2,650 square feet of non-reflective pavement markings, approximately 15,500 linear feet of crack repair, and approximately 1,000 square feet of pavement marking removal at the Fayetteville – Drake Field Airport.

Sealed bids shall be submitted to the City of Fayetteville (City), AR by **Tuesday, July 28, 2015 before 2:00 PM, Local Time**. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud immediately after specified closing time. All interested parties are invited to attend. Bids shall be received at the following location:

City of Fayetteville, AR
Purchasing Division Room 306 - City Hall
113 West Mountain Street
Fayetteville, Arkansas 72701

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

A pre-bid conference will not be held.

Bid Documents shall be obtained from the City of Fayetteville Purchasing Division electronically, at no cost. No partial sets will be issued.

All vendors intending on bidding shall register as a plan holder by notifying Andrea Foren Rennie, Purchasing Agent, via e-mail at aforen@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. Failure to register as a plan holder can result in your bid being rejected. Sub-Contractors and suppliers are also strongly encouraged to obtain documents directly from the City and get registered as a plan holder.

Each bid 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. A one hundred percent (100%) performance and payment bond is required with the 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 bid and license shall be valid at the time of bid deadline.

DOCUMENT 00120 – INVITATION TO BID: (continued)

Bidders 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.

The Bid shall be conditioned upon compliance with all applicable labor related requirements including the regulations and stipulations concerning equal employment opportunity, minority manpower utilization, affirmative action requirements, and minimum wage rates. The City reserves the right to reject any or all Bids and to waive irregularities therein, and all Bidders shall agree that such rejection shall be without liability on the part of the City for any damage or claim brought by any Bidder because of such rejections, nor shall the Bidders seek any recourse of any kind against the City because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions.

“Pursuant to Ark. Cod Annotated 229-203”, the City of Fayetteville encourages all qualified small, minority and women services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority, and women business enterprises.”

CITY OF FAYETTEVILLE, AR

By: Andrea Foren Rennie, CPPO, CPPB

Title: Purchasing Agent

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS:

ARTICLE 1 - INTRODUCTORY INFORMATION

1.01 DEFINED TERMS:

- A. Terms used in these Instructions to Bidders and which are defined in the GENERAL CONDITIONS, have the meanings assigned to them in the GENERAL CONDITIONS.
- B. Bid Documents shall include the following:
 - 1. Bidding Requirements:
 - a. Invitation to Bid.
 - b. Instructions to Bidders.
 - c. Bid Form.
 - d. Bid Bond.
 - e. Statement of Bidder's Qualifications
 - f. List of Subcontractors
 - 2. Contract Forms:
 - a. Agreement Between Owner and Contractor.
 - b. Performance Bond.
 - c. Labor and Material Payment Bond.
 - 3. Contract Conditions:
 - a. General Conditions.
 - b. Supplementary Conditions.
 - 4. Specifications.
 - 5. Addenda issued prior to receipt of Bids.
- C. Certain additional items used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
 - 1. Bidder – one who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a Bid to a Bidder.
 - 2. Issuing Office – the office from which the Bid Documents are to be issued and where the bidding procedures are to be administered.
 - 3. Successful Bidder – the lowest, responsible, and responsive Bidder to whom Owner on the basis of Owner's evaluation as hereinafter provided makes an award.
 - 4. Local Time – 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.

1.02 COPIES OF BID DOCUMENTS:

- A. Complete sets of the Bid Documents in the number and for the purchase sum stated in the Invitation to Bid, may be obtained from the Issuing Office.
- B. Complete sets of Bid Documents shall be used in preparing Bids; neither Owner, nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- C. Owner and Engineer in making copies of Bid Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

1.03 QUALIFICATION OF BIDDERS:

- A. Each Bidder shall submit, on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in construction of work similar to that which here is involved, and his organization and equipment available for the work contemplated; and when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.
- B. Only those Bids will be considered which are submitted by Bidders who show satisfactory completion of work of type and size comparable to the Work required by these Bid Documents.
 - 1. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid.
 - 2. See ARTICLE 5 – AWARD OF CONTRACT herein for additional requirements after opening of Bids.
- C. Bidders shall have a current valid contractor's license from the Arkansas Contractor's License Board at the time of bid and shall provide their license number on the Bid Form.

1.04 EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

- A. Before submitting a Bid, it is the responsibility of each Bidder:
 - 1. To thoroughly examine the Contract Documents and other related data identified in the Bid Documents (including "technical data" referred to below).
 - 2. To visit the Site to become familiar with and satisfy Bidder as to the general, local, and Site conditions that may in any manner affect cost, progress, and performance of the Work.
 - 3. To consider federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, performance, and furnishing of the Work.
 - 4. To study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data.
 - 5. To promptly notify Engineer of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- B. Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder, including safety precautions and programs incident thereto or which Bidder deems

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. This shall include local shipping facilities and availability of lands if applicable.

- C. In the preparation of the Contract Documents, neither reports of explorations nor tests of any Hazardous Environmental Condition at the Site of the Work have been prepared.
- D. Access to the Site:
 - 1. On request, Owner will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of his Bid. Bidder shall fill all holes, clean up, and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies.
 - 2. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of Materials and Equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.
 - 3. Property owners affected by the Work are named on the Drawings where known, but the accuracy of such ownership is not guaranteed. Bidders shall verify and make their own arrangements with such property owners for any access needed in connection with the preparation of Bids.
- E. Subsurface Information:
 - 1. Subsurface information has not been obtained at, or in the vicinity of, the Site of the Work.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this paragraph “Examination of Contract Documents and Site,” and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.05 **INTERPRETATIONS, MODIFICATIONS, AND ADDENDA:**

- A. Any Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation from Engineer. Interpretations or clarifications considered necessary by Engineer in response to such requests will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bid Documents.
- B. Addenda may also be issued to modify the Bid Documents as deemed advisable by Owner or Engineer.
- C. Because of the time required to publish and deliver, no Addenda will be issued within the last 7 days before the date of opening Bids. However, an addendum that affects

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

the time, date or location of the bid opening may be issued as little as two (2) days before the date of opening bids.

- D. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- E. Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for any updates and addenda issued to this project. Failure to acknowledge addenda issued as instructed could result in rejection of bid.

1.06 **PREBID CONFERENCE:**

- A. A pre-bid conference will not be held.

1.07 **LABOR-RELATED REGULATIONS:**

- A. Pursuant to Arkansas Code Annotated 22-9-203, the City of Fayetteville encourages all qualified 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.

ARTICLE 2 - BASIS OF BIDDING

2.01 **SPECIFIED EQUIPMENT AND MATERIALS:**

- A. Substitutions will be considered only after the Effective Date of the Agreement and as set forth in the General Conditions.

2.02 **INDIRECT COSTS:**

- A. Taxes:
 - 1. All applicable sales, use, compensating, or other taxes to be paid or withheld by Bidder, now imposed by any taxing authority, on Equipment and Materials to be incorporated in the Work, and on any or all other cost items entering into the Contract Price, shall be included in the Bid price.
 - 2. The Bidder shall include all such taxes except those on Equipment and Materials, if any, furnished by Owner or others, or exempted by the state, and Bidder shall furnish taxing authorities any information or reports pertaining thereto as required.
- B. The cost of all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the Work, which are applicable at the time Bids are opened and which are not specified to be obtained by Owner, shall be included in the Bid price.
- C. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the Bid price.
- D. Tests, inspections, and related activities called for throughout the Bid Documents are a responsibility of Contractor unless specified otherwise. The Bid shall include all costs arising from such responsibility.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- E. The cost of all electrical, water, gas, telephone, sanitary, and similar facilities and services required by Contractor in performing the Work shall be included in the Bid price unless specified otherwise.
- 2.03 **SUBCONTRACTORS:**
- A. No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.
 - B. The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.
 - C. No Contractor shall be required to employ any Subcontractor, other person, or organization against whom Contractor has reasonable objection. Owner or Engineer may accept or reject Subcontractors in accordance with Paragraph 6.05 of the GENERAL CONDITIONS.
- 2.04 **CONTRACT TIMES:**
- A. The number of days within which, or the dates by which, the Work is to achieve Substantial Completion and also final completion and be ready for final payment shall be as stated in the Agreement.
 - B. Provisions for liquidated damages, if any, are as set forth in the Agreement.

ARTICLE 3 - BIDDING PROCEDURE

- 3.01 **PREPARATION OF BID:**
- A. One set of bound documents included with the purchased set of drawings and specifications shall be used for the Bid.
 - B. The Bid Forms shall be filled out in detail in black ink and signed by the Bidder. Forms shall not be removed from the bound document.
 - C. There are two unit price schedules. Bidders must submit proposals on both Bid Schedules. Bidders must quote all items within a specific schedule; failure to do so may disqualify the bid.
 - D. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under his signature, and the official address of the partnership shall be shown below the signature.
 - E. Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
 - F. Names of all persons signing shall be printed below their signatures.
 - G. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

- H. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- I. The address to which communications regarding the Bids are to be directed shall be shown.

3.02 **METHOD OF BIDDING:**

- A. Bids will be received on a Unit Prices basis as set forth in the Bid Form.
- B. Firm Bids are required.
- C. Schedule of Unit Prices:
 - 1. The Bidder shall complete the “Schedule of Unit Prices” included in the Bid (and shall accept all fixed Unit Prices listed therein.)
 - 2. When a major item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any adjustment due to an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. A major item of work is defined as any bid item for which the original contract value is more than 10 percent of the total original contract value.

3.03 **SUBCONTRACTORS INFORMATION SUBMITTED WITH BID:**

- A. Bidders shall submit to Owner with the Bid, the List of Subcontractors contained in the Project Manual as Document 00430, completed with names of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. The list shall be supplemented by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, if requested by Engineer. If, after due investigation, Owner or Engineer has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, Owner may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in the Bid. If the apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the bid security of any Bidder. Any Subcontractor, Supplier, or other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation as provided in Paragraph 6.05 of the General Conditions.

3.04 **MANUFACTURERS SUBMITTED WITH BID:**

Not applicable.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.05 **FORMS TO BE SUBMITTED:**

- A. The following forms shall be completed and submitted with the Bid:
 - 1. DOCUMENT 00300 DISCLOSURE STATMENT
 - 2. DOCUMENT 00400 BID FORM
 - 3. DOCUMENT 00410 BID BOND, or Bid Security as bank cashier's check
 - 4. DOCUMENT 00420 STATEMENT OF BIDDER'S QUALIFICATIONS
 - 5. DOCUMENT 00430, LIST OF SUBCONTRACTORS

3.06 **BID SECURITY:**

- A. Each Bid shall be accompanied by Bid security, payable to Owner, of the amount stipulated in the Invitation to Bid.
- B. The required security shall be in the form of a bank cashier's check or a Bid Bond on the form prescribed by the AIA, Document A310, or on similar form attached. Any cashier's check submitted shall be from a financial institution in the State of Arkansas
- C. Bid Bond shall be executed by a surety meeting the requirements set forth for "Surety Bonds" in the GENERAL CONDITIONS.
- D. Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required surety Bonds as set forth in the GENERAL CONDITIONS, whereupon Bid security will be returned. If the Successful Bidder fails to execute the Agreement and furnish the surety Bonds within 15 days after the date of Notice of Award, Owner may annul the Notice of Award, and Bid security of that Bidder will be forfeited to Owner.
- E. The Bid security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 10 days after the Effective Date of the Agreement and the required surety Bonds furnished, or the 91st day after the Bid opening. Bid security of other Bidders will be returned within 10 days of the bid opening.

3.07 **SUBMISSION OF BID:**

- A. Bids shall be submitted at the time and place designated in the Invitation to Bid.
- B. Bid Documents with accompanying Bid security and other required information shall be enclosed in an opaque sealed envelope marked with the following:
 - 1. Project name.
 - 2. Bid number.
 - 3. Name and address of Bidder.
 - 4. Contractor's license number (Not required for Federal Aid Projects).
- C. If the Bid is sent by mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

3.08 MODIFICATION OR WITHDRAWAL OF BIDS:

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 4 - OPENING OF BIDS

4.01 OPENING OF BIDS:

- A. Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids will be made available to Bidders after the opening of Bids.
- B. All Bids shall remain open for a period of 90 days after Bids are opened, but Owner may, at his sole discretion, release any Bid and return the Bid security at any time prior to that date.

ARTICLE 5 - AWARD OF CONTRACT

5.01 OWNER’S RIGHT TO REJECT BIDS:

- A. Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, times, or changes in the Work and to negotiate Contract terms with the Successful Bidder. (Discrepancies between the multiplication of units of Work and Unit Prices will be resolved in favor of the Unit Prices.) Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. All Bidders must agree that such rejection shall be without liability on the part of the Owner nor shall the Bidders seek recourse of any kind against the Owner because of such rejections. The filing of any Bid shall constitute an agreement of the Bidder to these conditions.

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

5.02 EVALUATION OF BIDS:

- A. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements (and such Alternates, Unit Prices) and other data, as may be requested in the Bid Form or prior to the Notice of Award. Owner must accept Alternates in numerical order.
- B. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations is requested per Paragraph 5.02E of this document.
- C. Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. Within 10 days after Bids are opened, and if requested by the Owner or the Engineer, the apparent Successful Bidder, and any other Bidder so requested, shall submit supplemental information including an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, proposed by the Bidder for consideration as specified in ARTICLE 3 paragraph 3.03 above. The use of Subcontractors listed by Bidder (Document 00430) and accepted by Owner prior to the Notice of Award will be required in the performance of the Work.
- F. Within 10 days after the Bids are opened, the apparent Successful Bidder, and any other Bidder so requested, shall submit an itemized breakdown of any lump sum portion of its Bid. This breakdown must include a separate item for each major category of work and each major piece of equipment. This breakdown may or may not be reflected in subsequent time schedule submittals.
- G. The award of the Contract, if it is awarded, will be to the lowest, responsive, responsible Bidder, for one of the two Bid Schedules, whose evaluation by Owner indicates to Owner that the award will be in the best interest of Project and Owner. The

5.03 NOTICE OF AWARD:

- A. After considering the basis of award and evaluation of Bids, if the Contract is to be awarded, Owner shall within 90 days after the date of opening Bids notify the Successful Bidder of acceptance of his Bid (indicating which, if any, Alternate Bids have been accepted).

DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS: (continued)

ARTICLE 6 - SIGNING OF AGREEMENT

- 6.01 When Owner gives Notice of Award to Successful Bidder, Engineer will issue the required number of unbound, unsigned counterparts of the Agreement and other Contract Documents to Successful Bidder.
- 6.02 Within 15 days thereafter, Contractor (Successful Bidder) shall sign all copies of the Agreement leaving the dates blank, insert the properly executed Bonds, power of attorney documents, and other required documents in the appropriate places, and deliver all copies to Owner.
- 6.03 Within 10 days thereafter, Owner will execute all copies of the Agreement and insert the Date of Contract in the Agreement, Bonds, and power of attorney documents. Owner will provide the executed Contract Documents to Engineer for binding and distribution as required. Each duly executed counterpart will be accompanied by a complete set of Drawings with appropriate identification.

END OF DOCUMENT 00200

DOCUMENT 00300 – DISCLOSURE STATEMENT

**City of Fayetteville
Bid 15-45, FYV Airfield Pavement Marking Rehabilitation
Statement of Disclosure**

ATTENTION: Please submit this form with your bid.

DISCLOSURE STATEMENT:

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

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

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

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain)

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

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

Theodore Misiewicz, Chief Financial Officer/Treasurer

Printed Name

Signed



DOCUMENT 00300 – DISCLOSURE STATEMENT: (continued)

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DOCUMENT 00400 –BID FORM

Contract Name: FYV Airfield Pavement Marking Rehabilitation

Bid Number 15-45

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Hi-Lite Airfield Services, LLC
18249 Hi-Lite Drive
PO Box 460
Adams Center, NY 13606

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid for one (1) Bid Schedule and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>N/A</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 –BID FORM (continued)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from

DOCUMENT 00400 –BID FORM (continued)

bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. 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.

DOCUMENT 00400 – BID FORM (continued)

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICES – SCHEDULE I (DAYTIME RUNWAY CLOSURES; DAYTIME TAXIWAY CLOSURES)						
ITEM NO.	SPEC. REFERENCE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	SS-120-3.1	Site Preparation	LS	1	\$7,500.00	\$7,500.00
2	SS-130-5.1a	Joint and Crack Repair (Greater than 1/2-in Width)	LF	500	\$4.00	\$2,000.00
3	SS-130-5.1b	Joint and Crack Repair (Less than 1/2-in Width)	LF	15,000	\$1.35	\$20,250.00
4	P-620-5.1a	Runway and Taxiway Painting (Reflective)	SF	101,000	\$0.55	\$55,550.00
5	P-620-5.1b	Runway and Taxiway Painting (Non-Reflective)	SF	2,650	\$0.45	\$1,192.50
6	P-620-5.2	Pavement Marking Removal	SF	1,000	\$2.00	\$2,000.00

Total Bid – Schedule I \$88,492.50

UNIT PRICES – SCHEDULE II (NIGHTTIME RUNWAY CLOSURES; DAYTIME TAXIWAY CLOSURES)						
ITEM NO.	SPEC. REFERENCE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1	SS-120-3.1	Site Preparation	LS	1	\$7,500.00	\$7,500.00
2	SS-130-5.1a	Joint and Crack Repair (Greater than 1/2-in Width)	LF	500	\$4.00	\$2,000.00
3	SS-130-5.1b	Joint and Crack Repair (Less than 1/2-in Width)	LF	15,000	\$1.35	\$20,250.00
4	P-620-5.1a	Runway and Taxiway Painting (Reflective)	SF	101,000	\$0.55	\$55,550.00
5	P-620-5.1b	Runway and Taxiway Painting (Non-Reflective)	SF	2,650	\$0.45	\$1,192.50
6	P-620-5.2	Pavement Marking Removal	SF	1,000	\$2.00	\$2,000.00

Total Bid – Schedule II \$88,492.50

Note: As part of the City's evaluation of Bids, an assessment of each Bid Schedule will be performed and the City will award the contract based upon the total bid for only one Bid Schedule.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a bank cashier's check or a Bid Bond and in the amount of Four Thousand Four Hundred Twenty Four Dollars and 63(cents) Dollars (\$ 4,424.63).
 - B. A Statement of Bidder's Qualifications
 - C. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Tim Hurtibus

Hi-Lite Airfield Services, LLC

PO Box 460, Adams Center, NY13606

Phone No. (315) 583-6111 x241

FAX No. (315) 583-5807

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 8 - TERMINOLOGY

8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on July 28, 2015.

Arkansas State Contractor License No. 0125020416.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: Hi-Lite Airfield Services, LLC (SEAL)

State of Incorporation: State of Texas

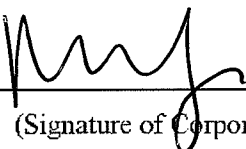
Type (General Business, Professional, Service, Limited Liability): _____

Limited Liability

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Theodore Misiewicz

Title: Chief Financial Officer/Treasurer

Attest:  (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 18249 Hi-Lite Drive

Adams Center, NY 13606

Phone No.: (315) 583-6111 FAX No.: (315) 583-5807

END OF DOCUMENT 00400

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Hi-Lite Airfield Services, LLC

18249 Hi-Lite Drive

Adams Center, NY 13606

as Principal, hereinafter called the Principal, and

Allied World Specialty Insurance Company

30 S. 17th Street, Suite 810

Philadelphia, PA 19103

a corporation duly organized under the laws of the State of Arkansas as Surety, hereinafter called Surety,
are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, in the sum of Five Percent of The Total Amount

Bid Dollars (\$ 5%), for the payment of which sum,
well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for FYV AIRFIELD PAVEMENT MARKING
REHABILITATION.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a
Contract with the Owner 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 Principal to enter such Contract and give such Bond
or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between
the amount specified in said Bid and such larger amount for which the Owner may in good faith contract

DOCUMENT 00410 – BID BOND (continued)

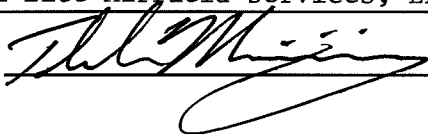
with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of July 2015.

PRINCIPAL

Hi-Lite Airfield Services, LLC

By



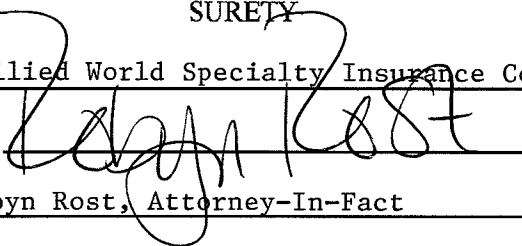
(CORPORATE SEAL)



SURETY

Allied World Specialty Insurance Company

By



Robyn Rost, Attorney-In-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410



ALLIED WORLD SPECIALTY INSURANCE COMPANY

30 S. 17th St., Suite 810, Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: July 15, 2015

No. 9

Single Transaction Limit: \$ 10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Specialty Insurance Company, a Delaware corporation (the "Company") does hereby appoint

NAME(s): Matthew J. Swanick

Robyn Rost

FIRM: Wells Fargo Insurance Services USA, Inc.

OFFICE LOCATION: 1018 West Ninth Avenue, Suite 100, King of Prussia, PA 19406

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD SPECIALTY INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 15th day of July, 2015

State of Pennsylvania
County of Philadelphia

)
) ss.

Name: Robert E. Staples
Title: Senior Vice President

On this 15th day of July, 2015, before me came the above-named officer of ALLIED WORLD SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Michael W. Zahodski

Notary: Michael W. Zahodski
My Commission Expires: 11-18-2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD SPECIALTY INSURANCE COMPANY (formerly known as *Darwin National Assurance Company*), on December, 2012:

"RESOLVED, that the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that the facsimile or mechanically reproduced signature of the Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Company, with signatures affixed as next above noted, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, TIMOTHY J. CURRY, Secretary of the ALLIED WORLD SPECIALTY INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 28th day of July, 2015

Secretary: Timothy J. Curry

ALLIED WORLD SPECIALTY INSURANCE COMPANY - NAIC # 16624

CONDENSED STATUTORY BASIS
FINANCIAL STATEMENT

AS OF DECEMBER 31, 2014

ADMITTED ASSETS

BONDS	276,546,621
COMMON STOCKS	67,347,771
INVESTMENT IN SUBSIDIARIES	115,895,530
CASH & SHORT TERM INVESTMENTS	97,657,723
AGENTS BALANCES OR UNCOLLECTED PREMIUMS	92,082,199
OTHER ASSETS	102,480,016
TOTAL ASSETS	\$ 752,009,860

LIABILITIES

RESERVE FOR LOSSES	139,232,483
RESERVE FOR LOSS ADJUSTMENT EXPENSES	51,819,011
RESERVE FOR UNEARNED PREMIUMS	60,624,589
ALL OTHER LIABILITIES	102,938,267
TOTAL LIABILITIES	354,614,350

CAPITAL AND SURPLUS

SPECIAL SURPLUS FUNDS	-
CAPITAL STOCK	3,500,000
CAPITAL IN EXCESS OF PAR VALUE	183,188,330
UNASSIGNED SURPLUS	210,707,180
TOTAL CAPITAL AND SURPLUS	397,395,510
TOTAL	\$ 752,009,860

In the state of New York, county of New York, Robert Larson personally appeared before the undersigned who being duly sworn, deposes and says that he is the Vice President and Treasurer of Darwin National Assurance Company and that the foregoing statement is correct and true.

NOTARY Sworn to and Subscribed before Me this 14th day of April, 2015

Signature [Signature] My Commission Expires September 17, 2018

MURZENA LEUNG
Notary Public, State of New York
No. 01LE6152740
Qualified in Queens County
Commission Expires September 18, 2018

SECTION 00420 - STATEMENT OF BIDDER'S QUALIFICATIONS

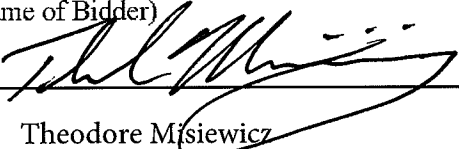
All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Hi-Lite Airfield Services, LLC
2. Permanent main office address. 18249 Hi-Lite Drive, Adams Center, NY 13606
3. When organized. December, 2013
4. If a corporation, where incorporated. State of Texas
5. How many years have been engaged in the contracting business under your present firm or trade name? Under present name and formerly under Hi-Lite Markings, Inc.: 25 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). See attached
7. General character of work performed by your company. Pavement Markings, Markings Removal, Rubber Removal, Sealcoating, Crack & Joint Sealing, Friction Testing, Airfield Marking Assessment
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a Contract? No
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
11. If so, where and why?
12. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. See attached
13. List your major equipment available for this Contract. See attached
14. Experience in construction work similar in importance to this project. See attached
15. Background and experience of the principal members of your organization, including the officers. See attached
16. Credit available: \$ 3.5M
17. Give Bank reference: NBT Bank, Attn: Robert Markowski, 120 Madison Street
Syracuse, NY 13202, Phone: (315) 475-7550
18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

SECTION 00420 - STATEMENT OF BIDDER'S QUALIFICATIONS (continued)

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.
20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
 - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
 - (c) Criminal proceedings.

Dated at Adams Center, NY this 28th day of July, 2015.

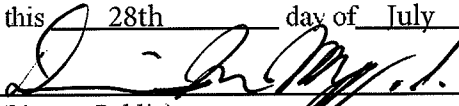
Hi-Lite Airfield Services, LLC
(Name of Bidder)
By 
Theodore Misiewicz
Title Chief Financial Officer/Treasurer

STATE OF NEW YORK)
) SS.
COUNTY OF JEFFERSON)

Theodore Misiewicz being duly sworn deposes and says that he is
(Printed Name)

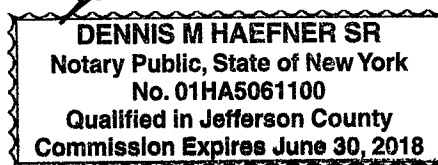
Chief Financial Officer/Treasurer of Hi-Lite Airfield Services, LLC
(Title) (Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.
SUBSCRIBED AND SWORN TO BEFORE ME this 28th day of July, 2015.


(Notary Public)

My Commission Expires:

June 30, 2018





MORE THAN A MARKINGS COMPANY.

HI-LITE AIRFIELD SERVICES, LLC

July 28, 2015

City of Fayetteville, Arkansas
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701

Re: Bid 15-45, Construction - FYV Airfield Pavement Marking Rehabilitation

The following vehicles / equipment are owned by Hi-Lite and will be available for use on the above referenced contract.

Vehicle Description	Yr. Vehicle ID#	Plate #
Water Blaster Freightliner Tractor	06 1FUJAWCG76LW12046	NY- 43207PA
Transcraft Trailer - Water Blaster	02 1TTE4820021064083	NY- AE88164
Water Blaster Int'l	97 1HSRUHR9VH430677	NY- 39806PA
Transcraft Trailer - Water Blaster	04 1TTE4820441074161	NY - 3524B9
Water Blaster Freightliner Tractor	07 1FUJAWCG37LY34262	NY - 87760PA
Schwarze A9000 Sweeper	04 49HAADB94DM88802	NY - 29571SC
Schwarze A9001 Sweeper	04 49HAADB94DM88803	NY - 11892SC
Ryder Stake Rack 6 wheeler	00 1HTSCAAM1YH275191	NY- 27277JH
Volvo Airport Paint Truck	02 4V2GC6UE53N348707	NY - 54535PA
Volvo Airport Paint Truck	97 4VEZAKFDOVRY76697	NY-7116PA
Ryder Box Van	00 1HTSCAAM1YH275190	NY- 17371JB
Ryder Box Van 15'	98 1FDWE37L8WHB92237	NY- 68346JP
Ryder Stake Rack 6 wheeler	00 1HTSDAAN71H350955	NY- 29959PA
Sterling L7500 & Entyre Distributor	05 2FZAASDC85AN69159	NY- 71881PA
Freightliner - Ryder Tractor	05 1FUJA6CK65DU85156	NY - 65254PA
Trans - Trailer (18 wheeler)	05 1TTE4820551075434	NY - 1615BO
Freightliner - Ryder Tractor	06 1FUJA6CK26LW23072	NY - 73698A
Crafco SS250 Diesel Melter	91 1C9SA122741418401	
Crafco Crack Sealer, 200 gal		
Crafco Self-Propelled Router		
Graco Linelazer Hand Stripers		



MORE THAN A MARKINGS COMPANY.

HI-LITE AIRFIELD SERVICES, LLC

July 28, 2015

City of Fayetteville, Arkansas
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701

Re: Bid 15-45, Construction - FYV Airfield Pavement Marking Rehabilitation

The following are key personnel and office staff.

- John S. McNeely, President/CEO
- Richard C. McNeely III, Executive Vice President
- Kelly Spinner, Vice President Finance/Secretary
- Theodore Misiewicz, Chief Financial Officer/Treasurer
- Richard McNeely IV, Vice President/Safety
- Joel D Rarick, Vice President/Project Management
- Carol Urbanowicz, Director of Human Resources
- Angela Holliday, Diversity Manager
- Chris Miller, Chief Operations Officer
- Scott Call, Director of Operations
- Mike VanWormer, Project Engineer
- Tanya Whitney, Purchasing Manager
- Ben Ives, General Superintendent
- Jason Kellar, Project Manager
- Candace Swanson, Project Manager
- Jeff Strife, Project Supervisor
- Tony LaBrake, Project Supervisor
- Ron Juby, Project Supervisor
- Kory Pearson, Project Supervisor
- Kurt Pearson, Project Supervisor
- Brian Reitz, Project Supervisor/Waterblaster Technician
- David Jones, Foreman
- Evan Thomas, Foreman

All personnel listed above have five years or more experience.

Contractor	Est Completion Date	Project	Airport	Contract Value
Alamo City Constructors	12/31/15	Airfield Maintenance	Randolph AFB	\$ 283,002
American Infrastructure - MD, Inc.	09/30/15	RW 15R-33L Pavement Rehab	Baltimore/Washington Int'l	\$ 258,387
Anthony Allega Cement Contractor	06/30/15	Rehabilitate Runway 18-36	Myrtle Beach Int'l	\$ 101,750
APAC Texas Inc.	04/13/15	CSJ 1409TSTCW	Texas State Tech College-Waco	\$ 24,093
Archer Western Contractors - FL	06/30/15	Project 213063	Fort Lauderdale-Hollywood	\$ 323,937
Austin Bridge and Road	11/28/15	RW 13-31 Reconstruct	Dallas Executive Airport	\$ 45,254
Barrett Paving Materials, Inc.		RW 28 Extension	Watertown International	\$ 218,750
Bell Contracting, Inc.	12/31/15	Keel & Non-Keel Section	Tinker AFB	\$ 38,500
Bothar Construction	Summer	Rehab TW A Ph IV	Harrisburg Int'l	\$ 67,205
Chasco Constructors	03/31/15	ABIA- Taxiway A Extension	Austin-Bergstrom Int'l	\$ 124,564
Curan Contracting	09/25/15	RW 15 End, Apron	Castroville Municipal	\$ 28,929
Divane Brothers Electric Co.	09/30/15	Light Base Pavt Markings	Chicago O'Hare	\$ 7,820
Divine Imaging, Inc.		Rubber Removal	NAS Fort Worth	\$ 77,500
Environmental Chem Corp (ECC)	12/11/15	Maintenance Apron	Laughlin AFB, TX	\$ 76,106
Flynn Company, Inc.	11/06/15	Reconstruct 13/31, Ph 1	Des Moines Airport	\$ 144,212
Fortis Networks, Inc.	05/31/15	RW Painting	Andrews AFB, MD	\$ 21,591
Gee Asphalt Systems, Inc.		TW Surface Sealing & Repair	Oscoda-Wurtsmith	\$ 67,865
George & Lynch, Inc.	04/28/15	DO#0022	Dover AFB, DE	\$ 40,150
George & Lynch, Inc.	04/30/15	DO#0024	Dover AFB, DE	\$ 8,119
George & Lynch, Inc.	04/30/15	DO#0027	Dover AFB, DE	\$ 2,071
George & Lynch, Inc.	04/30/15	DO#0028	Dover AFB, DE	\$ 6,796
George & Lynch, Inc.		DO#0024	Dover AFB, DE	\$ 104,193
GLF Construction Corp.		Spaceport TW & Apron	Cecil Airfield	\$ 26,485
GSC Atlanta, Inc.	10/01/15	FC-6902 Replace TW	Hartsfield-Jackson Atlanta	\$ 4,139,484
GSC/Precision 2K, AJV	10/01/15	FC-7757 2015 Airfield Repairs	Hartsfield-Jackson Atlanta	\$ 143,060
Halifax Paving, Inc.		TW A Pavt Rehab	St. Augustine - Northwest FL Reg	\$ 101,130
H.L. Pruitt, Inc.		Cedar Key	George T. Lewis Airport	\$ 95,344
IOC Company, LLC	07/03/15	RW 13-31 Safety Area	McAllen Miller Int'l	\$ 217,546
Jones Bros. Enterprises, Inc.	03/30/15	Tinker AFB	Tinker AFB	\$ 120,356
Jones Bros. Enterprises, Inc.		Sim Carrier Deck	New Orleans JRB/Belle Chasse	\$ 22,932
Jordan Foster Construction	05/30/14	CSJ 1414SANMR	San Marcos Municipal	\$ 71,045
K-Five Construction		RW 4L-22R Rehab	Chicago Midway Int'l	\$ 406,598
Kirila Contractors, Inc.		Midfield TW & Airfield	Youngstown-Warren Regional	\$ 112,040
Lehman Construction Co.	06/30/15	RW 12-30/TW B	Jefferson City Memorial	\$ 154,531
Lone Wolf Construction	08/28/15	Airfield Markings	Bay City Municipal	\$ 56,585
Manhattan Construction		RW 6-24 Marking	Southwest Florida Int'l	\$ 409,350
Markowski Excavating, Inc.		RSA Improvements	Rutland Southern Vermont	\$ 129,764
McCarthy Improvement		Apron Rehab	Augusta Regional	\$ 52,495
Miller Bros. Construction Inc.	07/17/15	TW B - Phase 1	Toledo Express Airport	\$ 78,145
Miller Bros. Construction Inc.	11/14/15	TW B - Phase 2	Toledo Express Airport	\$ 55,995
Sealcoating, Inc.		Airfield Prep & Paint	Worcester Regional	\$ 135,872
Texas Sterling Construction		Runway Rehab 14-32	Stinson Municipal Airport	\$ 107,475
TMG Construction Corp.		Taxiway S	Joint Base Andrews	\$ 47,238
UCC Corp	08/31/15	2015 Airfield Repairs	Buffalo-Niagara	\$ 22,600
Walsh Construction	10/31/15	Taxiway K&L	Chicago O'Hare	\$ 127,427
Walsh Construction		Taxiway LL	Chicago O'Hare	\$ 824,041
Welsh Companies	Late Summer	RW 11-29 RSA	Merritt Island Airport	\$ 139,454

Hi-Lite Airfield Services, LLC
18249 Hi-Lite Drive
Adams Center, NY 13606

Contracts On-hand

Tentative Agenda
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Contractor	Est Completion Date	Project	Airport	Contract Value
Zoladz Construction Co., Inc.		TW Rehab Ph 2	Finger Lakes Regional	\$ 11,898
Zoladz Construction Co., Inc.		TW E Rehab	Oswego County Airport	\$ 7,800
City of Austin	12/06/15	Remove/Remark	Austin Bergstrom Int'l	\$ 50,000
City of Cleveland	03/11/15	745-12 Rubber/Paint Removal	Cleveland-Hopkins Int'l	\$ -
City of Cleveland	08/03/15	39-11 Paint/Paint Removal	Cleveland-Hopkins Int'l	\$ 700,000
City of New Orleans	02/18/15	8910-01361, Maintenance	Louis Armstrong New Orleans	\$ 141,605
City of Portland, Maine	07/30/15	Pavement Marking Svcs	Portland International Jetport	\$ 150,000
County of Jefferson, NY	04/30/16	Runway and Taxiway Painting	Watertown International	\$ 38,456
Dallas-Fort Worth Int'l Airport	04/14/15	Striping and Painting Services	Dallas-Fort Worth Int'l	\$ 221,403
Fort Drum	06/30/15	Traffic Control Painting	Fort Drum	\$ 350,277
Jones Bros. Construction	12/31/17	IDIQ Services Contract	New Orleans JRB	\$ 100,500
Laughlin AFB (47 CONS/LGCB)	05/31/15	Painting and Removal	Laughlin AFB	\$ 50,000
Maryland Aviation Adm	10/31/15	MAA-MC-1-016	Baltimore/Washington, Thurgood	\$ 132,252
Oneida County Dept. of Aviation	03/31/16	Bid Ref 1545	Griffiss International	\$ 120,000
Air Auth of Co of Scotts Bluff	Spring 2015	Seal Coat RWs and TWs	Western Nebraska Regional	\$ 112,212
Cedar Rapids Airport Commission		Airfield Marking Improvements	Eastern Iowa Airport	\$ 63,597
Charlottesville-Albemarle Air Auth		Airfield Markings	Charlottesville-Albemarle	\$ 78,435
City of McAllen		Airfield Markings	McAllen-Miller International	\$ 13,654
City of Presque Isle	Summer	Airport Pavt Markings	Northern Maine Regional	\$ 425,075
Greater Orlando Aviation Auth		TW B & C	Orlando International	\$ 340,913
Illinois DOT - Greater Beardstown	09/30/15	Remark RW	Greater Beardstown Airport	\$ 45,964
Killeen-Fort Hood Regional		Rubber Removal and Remark	Killeen-Fort Hood	\$ 37,935
Lee County Port Authority		Airfield Markings	Southwest Florida	\$ 27,941
Massachusetts Port Authority	07/01/15	AirMark Signs	Logan International	\$ 162,058
Michigan DOT - Aeronautics		Statewide Airport Remarking	Various	\$ 367,244
Port of Oakland	12/31/15	Friction Testing	Oakland International Airport	\$ 64,000
St. Augustine-St. Johns Co Air Auth		RW 13-31 Rehab	Northeast Florida Regional	\$ 135,920
Village of Baldwin	08/31/15	Remark RW and TW	Baldwin Municipal	\$ 6,887
Whiteside County Airport		Remark RWs 7/25 & 18/36	Whiteside County Airport	\$ 35,045
City of Cleveland	03/11/16	745-12 Rubber/Paint Removal	Cleveland-Hopkins Int'l	\$ 28,000
Dallas-Fort Worth Int'l Airport Boar	01/14/15	Rubber and Paint Removal	Dallas Fort Worth International	\$ 355,368
Metropolitan Washington Airport A	09/25/14	1-12-C218, Rubber/Paint Remo	Washington Dulles	\$ 92,076
Port Authority of NY & NJ	09/11/15	Rubber Removal	JFK Airport	\$ 75,974
Port Authority of NY & NJ	09/11/15	Rubber Removal	Newark Airport	\$ 20,150
Port Authority of NY & NJ	09/11/15	Rubber Removal	Teterboro Airport	\$ -
Port Authority of NY & NJ	09/11/15	Rubber Removal	Stewart Airport	\$ -
Port Authority of NY & NJ	09/11/15	Rubber Removal	LaGuardia Airport	\$ 29,114
Port of Oakland	06/30/16	Rubber Removal	Oakland International Airport	\$ 167,750

Hi-Lite Airfield Services, LLC Contracts Completed Year to Date
18249 Hi-Lite Drive
Adams Center, NY 13606

Tentative Agenda
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Contractor	Project	Airport	Contract Value
Ace Co.	Rubber Removal	Kingsville NAS & Orange Grove	\$ 86,750
Ace Co.	Restripe	NOLF Cabiness/NAS Corpus	\$ 32,691
Archer Western Contractors	North Deicing Facility	Hartsfield-Jackson Atlanta	\$ 108,708
Benise-Dowling & Assoc, Inc.	Gate Markings	Hartsfield-Jackson Atlanta	\$ 51,425
BGCO, Inc.	Apron Rejuvenation	Fernandina Beach Municipal	\$ 17,500
Community Asphalt Corp	Runway 12-30 Rehab	Miami Int'l	\$ 93,518
Cone & Graham, Inc.	Taxiway J Bridge Reconstruct	Tampa International	\$ 385,580
David Nelson Construction Co.	RW 1L-19R & TW Rehab	Tampa International	\$ 169,428
Ennis-Flint	Sign Remove/Replace Demo	Buffalo-Niagara	\$ 9,500
Ernest P. Breaux Electrial	RW 4L/22R Threshold	Baton Rouge Metro	\$ 286,938
Foremost Paving, Inc.	TW B & West GA Ramp	Brownsville/S. Padre Int'l., TX	\$ 157,101
Fortis Networks, Inc.	RW Painting	Andrews AFB, MD	\$ 9,083
George & Lynch, Inc.	DO#0026	Dover AFB, DE	\$ 8,700
Hi-Way Paving, Inc.	Runway 13-31 West	Nashville Int'l	\$ 132,751
Hi-Way Paving, Inc.	Taxiway T3	Nashville Int'l	\$ 40,000
H.L. Pruitt, Inc.	Herlong Recreational	Herlong Recreational Airport	\$ 26,221
Interstate Sealant & Concrete, Inc.	RW Improvements	Spence Field	\$ 19,980
K-Five Construction	Rwy 13C/31C Rehab	Midway International	\$ -
McCarthy Improvement	Overlay RW 9-27, TW	Greenwood County Airport	\$ 3,107
O'Connell Electric Co.	Electrical Vault Relocation	Elmira-Corning Regional Aiport	\$ 96,344
P. Flanigan & Sons, Inc.	Task 28 - TW F,G,R	Baltimore/Washington Int'l	\$ 35,555
P. Flanigan & Sons, Inc.	Task 28, Part 3 RSA Imp.	Baltimore/Washington Int'l	\$ 16,250
P. Flanigan & Sons, Inc.	Task 37 - Cargo Ramp F4	Baltimore/Washington Int'l	\$ 32,857
Ramming Paving	Runway Markings	New Braunfels Regional	\$ 3,500
Remac, Inc.	Rejuvenation, Markings	Curtis Brown Field	\$ 136,575
Remac, Inc.	Markings, Cleaning	Henderson Field Airport	\$ 18,080
Remac, Inc.	Markings, Cleaning	Clinton-Sampson	\$ 12,160
Remac, Inc.	Markings	Coastal Carolina	\$ 31,890
Triangle Grading & Paving, Inc.	Runway 5	Berkeley County Airport	\$ 56,945
Ace Co.	IDIQ Rubber Removal & Paint	NAS Kingsville and Orange Grove	\$ 20,225
County of Jefferson, NY	Runway and Taxiway Painting	Watertown International	\$ -
Oneida County Dept. of Aviation	Bid Ref 1545	Griffiss International	\$ -
Boca Raton Airport Auth	Rubber Removal & Paint	Boca Raton	\$ 34,737
Burlington International Airport	Friction Testing	Burlington International	\$ 6,500
Charlotte County Airport Auth	TW, HB, RW C/L	Punta Gorda	\$ 10,272
Charlotte County Airport Auth	Shift & Repaint RW 15-33	Punta Gorda	\$ 52,341
City of Headland	RW 9-27 Marking	Headland Municipal Airport	\$ 29,776
City of Naples	Restriping C/L	Naples Municipal	\$ 9,454
City of Pensacola	Airfield Markings	Pensacola Int'l Airport	\$ 259,530
City of Tallahassee	Surf Prep/Painting	Tallahassee Regional	\$ 76,342
Elizabeth City USCG	Rubber Removal & Paint	Elizabeth City USCG	\$ 297,971
Huntsville International Airport	Airfield Markings	Huntsville International	\$ 20,000
Lee County Port Authority	Friction Testing	Southwest Florida	\$ -
Lee County Port Authority	TW Markings	Page Field	\$ 36,549
Lee County Mosquito Control Dist.	Airfield Markings	Buckingham Field	\$ 40,544
Martin County Airport	Airfield Markings	Martin County Airport	\$ 500
Monroe County Board of Comm	Airfield Markings	Florida Keys-Marathon	\$ 12,320

Hi-Lite Airfield Services, LLC Contracts Completed Year to Date
 18249 Hi-Lite Drive
 Adams Center, NY 13606

Tentative Agenda
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Contractor	Project	Airport	Contract Value
Monroe County Board of Comm	Rubber Removal & Paint	Key West International	\$ 42,804
Monroe County Board of Comm	Edge Line Remark	Key West International	\$ 27,000
Monroe County Board of Comm	Airfield Markings	Florida Keys-Marathon	\$ 8,478
Muskegon County	Remakr TW & RW C/L	Muskegon County Airport	\$ 17,251
Northeast Ohio Regional Airport	Repaint RW 9-27	Northeast Ohio Regional	\$ 16,950
Okeechobee County	Clean and Remark	Okeechobee Airport	\$ 71,993
Roanoke Regional Airport Commiss	Sealcoat TW A, E, G and Blast	Roanoke-Blacksburg Regional	\$ 44,274
Savannah Airport Commission	Remove/Replace AirMark	Savannah International	\$ 35,500
Chennault International	Rubber Removal	Chennault International	\$ 14,400
City of Charlotte	Rubber Removal	Charlotte-Douglas Int'l	\$ 24,500
City of Lubbock	Rubber Removal	Lubbock International	\$ 22,400
City of Midland	Rubber Removal	Midland International	\$ 24,600
Dakota Hawk Construction, Inc.	R4 Rubber Removal	Meridian NAS	\$ 12,000
Danel Designs	Paint Removal	Ocean City Muni	\$ 22,200
Hillsborough County Aviation Auth	Rubber and Paint Removal	Tampa International	\$ -
Lee County Port Auth	TW A Surf Prp	Southwest Florida Internationa	\$ 35,273
Maryland Aviation Adm.	Paint Removal	BWI Thurgood Marshall	\$ 27,200
Metropolitan Nashville Air Auth	Paint Removal	Nashville International	\$ 2,500

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
GSC Atlanta, Inc., 450 Dividend Drive, College Park, GA 30269	FC-6472 Airfield Markings Replacement at Hartsfield-Jackson Atlanta International Airport, Atlanta, GA	(770) 487-2300	\$ 2,861,480.00	Sub	Kate Asselin				Zach Taylor		12/04/13
Dallas/Fort Worth Int'l Airpor, 3122 East 30th Street, P.O. Box 619428	Contract No. 7005677, Airfield Marking Striping and Painting Service, Dallas/Fort Worth International Airport, Dallas, TX	(972) 973-5619	\$ 1,296,325.00	Prime							03/04/13
Walsh Construction/Terrell JV, P.O. Box 66222, Chicago, IL 60666	WCC/Terrell JV Project 211065; Runway 10C-28C Center project at O'Hare Int'l Airport, Chicago, IL	(773) 601-8407	\$ 1,226,908.37	Sub	Mark Fournier	(773) 601-8407					07/13/11
Bluegrass Paving, Inc., P.O. Box 667, Florence, KY 41022	Project 09-03, Runway 18C-36C Rehabilitation and Associated Lighting and Signage, Cincinnati/Northern Kentucky International, Hebron, KY	(859) 372-0075	\$ 1,089,867.11	Sub	Tom Massey	(859) 372-0075			Dave Ishmael	(859) 372-0075	08/10/11
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supplie	39-11; Labor and Materials necessary for Painting and Paint Removal on Roadways, Runways and Other Paved Surface, Cleveland Hopkins Int'l Airport, OH	(216) 664-2674	\$ 1,031,600.00	Prime	Jack Swedyk	(216) 265-6161			Paul Jira	(216) 265-6090	06/27/11
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supplie	39-11; Labor and Materials necessary for Painting and Paint Removal on Roadways, Runways and Other Paved Surface, Cleveland Hopkins Int'l Airport, OH	(216) 664-2674	\$ 1,031,600.00	Prime	Jack Swedyk	(216) 265-6161			Paul Jira	(216) 265-6090	06/27/12
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supplie	39-11; Labor and Materials necessary for Painting and Paint Removal on Roadways, Runways and Other Paved Surface, Cleveland Hopkins Int'l Airport, OH	(216) 664-2674	\$ 1,031,600.00	Prime	Jack Swedyk	(216) 265-6161			Paul Jira	(216) 265-6090	08/04/13
Interstate Highway Constructio, P.O. Box 4356, 7135 South Tucson Way	CE-10041; Runway 8-26 Complex Pavement Rehab and ADG V Improvements, Denver Int'l Airport, Denver, CO	(303) 790-9100	\$ 923,724.25	Sub							05/11/11
GSC/Precision 2000, A JV, 450 Dividend Drive, Peachtree City, GA 30269	FC-5223; Hartsfield MTOE Project, Hartsfield-Jackson Atlanta Airport, GA	(770) 487-2300	\$ 869,720.30	Sub							07/15/11
National Native American Const, (NNAC Inc.), 1525 Main Avenue	AFB001701P: Perform Airfield Maintenance at RGAAF, Fort Hood, TX	(208) 245-9717	\$ 856,101.00	Sub	Perrish Rowland	(254) 213-1024					05/20/13
Drace Construction Corp., P.O. Box 1797, Gulfport, MS 39502	N69450-12-C-6348, Forrest Sherman Field Repair Phase Airfield Striping, Rubber Removal, Sign Repairs, NAS Pensacola, FL	(228) 244-0100	\$ 831,315.57	Prime	Tim Frazier				A.J. Preble		12/18/12
County of Milwaukee, 5300 S. Howell Ave., Milwaukee, WI 53207	GMIA Runway Surface Painted Holding Position Signs at General Mitchell Int'l Airport, Milwaukee, WI	(414) 747-5535	\$ 759,261.10	Prime					Tim Kipp	(414) 747-5716	08/17/10
NonFlood Prot Asset Manag Auth, New Orleans Lakefront Airport, 6514 Spanish Fort Blvd	7070050; Pavement and Marking Rehabilitation RW 36L/18R at Lakefront Airport, New Orleans, LA		\$ 749,246.32	Prime	Tina Wilson, PE, URS Engineers	(225) 935-2921				(225) 922-5777	09/21/12
South Jersey Trans. Authority, P.O. Box 351, Hammonton, NJ 08037-0351	Surface Painted Hold Line and Enhanced Centerline Marking at Atlantic City Int'l Airport, Atlantic City New Jersey	(609) 965-6060	\$ 734,225.00	Prime							08/14/13
City of Austin, Financial & Admin Serv Dept, P.O. Box 1088	NA130000042, Airfield Marking Removal and Reapplication at Austin-Bergstrom Int'l Airport, Austin, TX	(512) 974-9141	\$ 668,325.00	Prime	Chris Carter	(512) 530-6352					12/07/12
State of Tennessee, Dept of Trans/Aeronautics Div, P.O. Box 17326	TAD 99-555-1215-04, Runway and Taxiway Remarking Program at 13 Airports in East Tennessee		\$ 652,746.65	Prime							06/27/11
A.P. Construction, Inc., 915 S. Black Horse Pike, Blackwood, NJ 08012	PHL-1397.14; Rehabilitation of Runway 9L-27R & Connector Taxiways at Philadelphia International Airport, Philadelphia, PA	(856) 227-2030	\$ 642,610.00	Sub							03/22/12
Archer Western Construction, L, 4343 Anchor Plaza Parkway, Suite 155	Project #213063, FLL Airport Runway 9R/27L Concrete Paving, Fort Lauderdale, FL	(813) 849-7500	\$ 603,492.00	Sub	Justin Cooper	(954) 359-0089					06/07/03

Major Projects Past 5-Years

Hi-Lite Airfield Services, LLC
18249 Hi-Lite Drive
Adams Center, NY 13606

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Ajax Paving Ind. of FL, LLC, 5100 W Lemon Street, Suite 106, Tampa, FL 33609	Airfield and roadway rehabilitation at the Tampa Int'l Airport, Tampa, FL	(941) 486-3600	\$ 600,319.90	Prime	Joe Minich	(813) 769-1990					07/20/10
Milestone Contractors, LP, P.O. Box 421459, Indianapolis, IN 46242-1459	Taxiway N, Indianapolis Airport, Indianapolis, IN	(317) 788-6885	\$ 583,744.00	Sub	Clint West	(317) 714-2092					06/25/13
Massachusetts Port Authority, One Harborside Drive, Suite 200S	LL-9300, Pavement Marking Removal, RW and TW Painting and Marking, Logan International Airport, East Boston, MA	(617) 568-5065	\$ 548,233.60	Prime	Bill Wiener	(617) 561-3353					09/19/11
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Paint & Rubber removal to Airfield Flying Operations, Altus AFB OK	(504) 466-7835	\$ 490,217.18	Sub	Ed Dickson	(903) 477-1265			Blake Dickson	(903) 477-1207	08/01/10
Dallas/Fort Worth Int'l Airport, 3122 East 30th Street, P.O. Box 619428	7005638 - Runway Rubber Removal and Pavement Marking Removal at Dallas Fort Worth, Int'l, TX	(972) 973-5619	\$ 483,070.00	Prime			Nicole Mucha, Contract Admin	(972) 973-5603			01/15/14
Shenwood Constuction Co., Inc., P.O. Box 10, 4716 N. 193rd East Ave	Runway 18L-36R rehabilitation at the Tulsa Int'l Airport, Tulsa OK	(918) 266-6861	\$ 469,678.08	Prime	Scott Middleton						09/28/10
Dallas/Fort Worth Int'l Airport, 3122 East 30th Street, P.O. Box 619428	7005638 - Runway Rubber Removal and Pavement Marking Removal at Dallas Fort Worth, Int'l, TX	(972) 973-5619	\$ 467,080.00	Prime			Nicole Mucha, Contract Admin	(972) 973-5603			12/08/12
Massachusetts DOT, Aeronautics, Logan Office Center, One Harborside Dr., Ste 205N	Massachusetts DOT Statewide Airport Runway Crack Sealing Program	(617) 412-3680	\$ 462,205.00	Prime							06/10/10
Alfred Palma, LLC, PO Box 1565, Lake Charles, LA 70602	Runway 15/63 rehabilitation project at the Lake Charles Regional Airport, Lake Charles LA	(337) 436-0830	\$ 458,250.75	Prime	Charlie Spence	(337) 436-0830			Wade Hunchey		02/25/13
Fort Drum Directorate of Contr, ACA-NR, Acquisition Division, 45 West Street	Traffic Control Painting Requirements Contract, Fort Drum NY	(315) 772-5443	\$ 450,381.14	Prime					Ron Cobb	(315) 772-0441	05/01/10
Ajax Paving Ind. of FL, LLC, 5100 W Lemon Street, Suite 106, Tampa, FL 33609	Schedule A - Runway 4-22 Rehabilitation at the St. Petersburg-Clearwater Int'l Airport, Clearwater, FL	(941) 486-3600	\$ 443,821.05	Sub	Joe Minich	(813) 769-3271					09/20/11
Tunica Airport Commission, 209 South Airport Boulevard, Tunica, MS 38676	Airfield Pavement Cleaning & Sealing/Contract 19, Tunica Airport, Tunica, MS		\$ 421,858.00	Prime			Harry Pratt, PE	(901) 261-4648			09/21/11
NAVAFAC Southeast, PWD Key West, Bldg A-629 P.O. Box 9018	N69450-08-D-4341, Rubber Removal and Painting at Key West NAS, FL		\$ 415,010.00	Prime	Jeanette Sweeting, C.O.	(305) 797-4998			LT JG Shane Se	(305) 747-2595	09/20/12
City of New Orleans, Dept of Finance, 1300 Perdido St., Suite 4W07	DAILY REPORTS REQUIRED - Annual Maintenance contract for Runway Rubber Removal & Striping at the Louis Armstrong New Orleans Int'l Airport, Kenner LA	(504) 658-1550	\$ 410,000.00	Prime	Ronaldo Nodal, Ops Manager	(504) 464-3513	Tom Moore, Planning & Dev	(504) 465-1271			10/15/10
NAVAFAC Southeast, PWD Key West, Bldg A-629 P.O. Box 9018	N69450-08-D-4341, Rubber Removal and Painting at Key West NAS, FL		\$ 402,745.00	Prime	Jeanette Sweeting, C.O.	(305) 797-4998			LT JG Shane Se	(305) 747-2595	09/20/11
Laughlin, 47th Contracting Squadron/LGCC, 171 Alabama Avenue	FA3099-11-D-0001, Rubber Removal and Painting at Laughlin AFB, Del Rio, TX	(830) 298-5744	\$ 400,000.00	Prime							06/01/11
Laughlin, 47th Contracting Squadron/LGCC, 171 Alabama Avenue	FA3099-11-D-0001, Rubber Removal and Painting at Laughlin AFB, Del Rio, TX	(830) 298-5744	\$ 400,000.00	Prime							06/01/12
Laughlin, 47th Contracting Squadron/LGCC, 171 Alabama Avenue	FA3099-11-D-0001, Rubber Removal and Painting at Laughlin AFB, Del Rio, TX	(830) 298-5744	\$ 400,000.00	Prime	Jesus N. Martinez	(830) 298-5641					06/01/13
NAVAFAC Southeast, PWD Key West, Bldg A-629 P.O. Box 9018	N69450-08-D-4341, Rubber Removal and Painting at Key West NAS, FL		\$ 390,835.00	Prime	Jeanette Sweeting, C.O.	(305) 797-4998			LT JG Shane Se	(305) 747-2595	09/20/10
City of New Orleans, Dept of Finance, 1300 Perdido St., Suite 4W07	8910-01361, Airfield Painting and Rubber Removal Annual Maintenance, Louis Armstrong Int'l, New Orleans, LA	(504) 658-1550	\$ 389,820.00	Prime	Thomas Moore, C.M.	(504) 303-7624			Douglas McCrae	(504) 303-7523	01/01/13
Superior Bowen Asphalt Co, LLC, 11030 Hickman Mills Drive, P.O. Box 9669	Reconstruct RW 19R - Phase 1, Project No. 62110388, Kansas City Int'l Airport, Kansas City, MO	(816) 765-1313	\$ 366,960.00	Sub	Bob Jewett	(816) 921-8200					11/01/11
Ajax Paving Industries, Inc., 830 Kirts Blvd, Suite 100	Reconstruction of RW 5R/23L - Phase I at Willow Run Airport, Detroit, MI	(248) 244-3300	\$ 379,524.40	Sub							06/30/12
Fort Drum Directorate of Contr, ACA-NR, Acquisition Division, 45 West Street	W911S2-12-D-8000; Traffic Control Painting, Fort Drum, NY	(315) 772-5443	\$ 373,807.20	Prime	Terry Rigabar, Cont Spec	(315) 772-9893			Don Cooke, Cor		07/01/13
Fort Drum Directorate of Contr, ACA-NR, Acquisition Division, 45 West Street	W911S2-12-D-8000-P0001; Traffic Control Painting, Fort Drum, NY	(315) 772-5443	\$ 370,102.64	Prime	Cindy McAleese, Contract Offic						07/01/13

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Little Rock Municipal Air Comm, Terminal Building, One Airport Drive	Surface Painted Holding Position Signs at Little Rock National Airport, Little Rock, AR	(501) 372-3439	\$ 362,880.98	Prime			Mike Stengel, PE, LPA Group	(501) 907-6223			10/19/10
City of Lubbock, c/o Purchasing Department, P.O. Box 2000	ITB No. 12-10666-DT; Airfield Markings (Taxiways) at Lubbock Preston Smith International Airport, Lubbock, TX	(312) 742-9468	\$ 360,928.20	Prime	Steve Nicholson	(806) 775-2036			Gary Loftus	(806) 775-3144	08/09/12
City of Chicago, Department of Procurement Serv, 121 N. LaSalle St. Room 403	Removal of Rubber and other Contaminants from Runways and other Pavements	(918) 266-6861	\$ 360,000.00	Prime					Hari Vegesna	(773) 447-0412	07/01/12
Sherwood Construction Co., Inc., P.O. Box 10, 4716 N. 193rd East Ave	Runway 18L-36R Rehabilitation Design Package 2, Tulsa Intl Airport, Tulsa, OK	(410) 467-5900	\$ 353,953.00	Sub							11/02/11
P. Flanagan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	MAA-CO-12-008, Runway 10-28 Runway Safety Area, Pavement & Standard Compliance at Baltimore Washington International Airport	(707) 565-7243	\$ 352,829.00	Sub			Jessica Mullen, PE, CM	(602) 997-7536			05/14/12
County of Sonoma, Dept of Trans and Public Works, 2300 County Cir Dr, Suite B100	Pavement Preservation Taxways D & Y at Charles M Schulz-Sonoma County, Santa Rosa, CA	(843) 552-9570	\$ 352,346.16	Prime	Mike Richardson	(843) 460-1202			Lamar Woods	(504) 392-5761	09/14/10
Atlantic Electric Company, Inc, PO Box 41347, 7320 Cross County Road	Recovery replace airfield lighting and runway repairs at NAS JRB New Orleans, LA	(330) 448-4055	\$ 345,983.90	Sub	William Kirila	(330) 448-4055	C&S Engineers		John Willerdink		07/20/10
Kirila Contractors, Inc., P. O. Box 179, Brookfield, OH 44403	Rehabilitate Runway 6-24 at Erie International Airport-Tom Ridge Field, Millcreek Township, PA		\$ 332,803.50	Sub							04/29/13
Tunica Airport Commission, 209 South Airport Boulevard, Tunica, MS 38676	Airfield Pavement Cleaning & Sealing/Contract 21, Tunica Airport, Tunica, MS		\$ 325,858.00	Prime			Harry Pratt, PE	(901) 261-4648			08/02/12
Hernando Co Board of Comm, 20 N Main Street, Rm 365, Brooksville, FL 34601	PO No. 12001007, Airfield Markings at the Hernando County Airport, Brooksville, FL		\$ 324,071.90	Prime							05/21/12
Dallas/Fort Worth Intl Airpor, 3122 East 30th Street, P.O. Box 619428	Contract 7004143; Runway Rubber Removal and Pavement Marking Paint Removal at DFW, TX	(972) 973-5619	\$ 321,000.00	Prime							10/01/11
Dallas/Fort Worth Intl Airpor, 3122 East 30th Street, P.O. Box 619428	Contract 7004143; Runway Rubber Removal and Pavement Marking Paint Removal at DFW, TX	(972) 973-5619	\$ 321,000.00	Prime							10/01/12
Dallas/Fort Worth Intl Airpor, 3122 East 30th Street, P.O. Box 619428	Contract 7004143; Runway Rubber Removal and Pavement Marking Paint Removal at DFW, TX	(972) 973-5619	\$ 321,000.00	Prime							10/01/10
Sealand Contractors Corp., P.O. Box 350, 85 High Tech Drive	Runway 10L-28R Mill & Overlay at the Niagara Falls International Airport, Niagara Falls, NY	(585) 359-9242	\$ 318,553.00	Prime							04/16/12
APAC-Southeast First Coast Div, P.O. Box 24728, Jacksonville, FL 32241	Rehab Runway 18L-36R at Cecil Field, Jacksonville, FL	(904) 288-6300	\$ 300,333.50	Prime	Daniel Vickrey						12/21/10
Wayne County Airport Authority, Detroit Metro Wayne Co Airport, L.C. Smith Terminal--Mezzanine	Control No. S12-029; Paint Eradication Services for Detroit Metro Wayne County and Willow Run Airports, MI		\$ 300,000.00	Prime							03/13/12
Wayne County Airport Authority, Detroit Metro Wayne Co Airport, L.C. Smith Terminal--Mezzanine	Control No. S12-029; Paint Eradication Services for Detroit Metro Wayne County and Willow Run Airports, MI		\$ 300,000.00	Prime							03/13/13
Potters Canada, Corporate Headquarters, P.O. Box 840	Removal & Remarking at Vancouver International Airport		\$ 300,000.00	Sub							06/23/10
APAC Tennessee, Inc. (Memphis), P.O. Box 13427, Memphis, TN 38113	Taxiway A Reconstruction and Taxiway Victor East Reconstruction at the Memphis Intl Airport, Memphis, TN	(901) 947-5600	\$ 279,375.00	Sub	Mike Morgenthaler	(901) 795-5706			Jamie Mills	(901) 947-5600	03/23/10
McGuire AFB, 305th CES/CEOE, 2401 Vandenberg Ave	Line Stripping and Rubber Removal at McGuire AFB, NJ	(609) 754-5615	\$ 278,585.24	Prime	Brad	(609) 754-5475	Kevin Kirchy	(732) 505-1004	Chris Kospeo	(609) 267-6868	11/01/11
J2 Engineering, Inc., 6921 Pistol Range Rd., Suite 101	02/20 at Patrick Air Force Base, FL	(813) 888-8861	\$ 278,510.80	Sub	Rod Hagen	(321) 223-7865					12/30/10
McGuire AFB, 305th CES/CEOE, 2401 Vandenberg Ave	Line Stripping and Rubber Removal at McGuire AFB, NJ	(609) 754-5615	\$ 270,906.93	Prime	Brad	(609) 754-5475	Kevin Kirchy	(732) 505-1004	Chris Kospeo	(609) 267-6868	11/01/10
Northstar Asphalt, Inc., PO Box 2646, 7345 Sunset strip Avenue, NW	Runway 5/23 Safety Area Improvements, Phase #6, Akron-Canton Airport, OH	(330) 497-0936	\$ 270,575.00	Sub							03/16/10

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Massachusetts Port Authority, One Harborside Drive, Suite 200S	GG-11247, Pavement Marking Removal, Runway and Taxiway Painting and Marking at Logan Int'l Airport and L.G. Hanscom, Boston, MA	(617) 568-5065	\$ 267,634.00	Prime	Logan - Paul Brean	(617) 561-1968			Hanscom - Keith	(781) 869-8013	10/02/13
Rogers Group, Inc. (KY), 938 North Main Street, Hopkinsville, KY 42240	Rubber Removal, Paint Removal and Airfield Markings at Campbell AAF, Fort Campbell, KY	(270) 707-2141	\$ 266,885.00	Prime							06/21/13
The Great Lakes Const. Co., 2608 Great Lakes Way, Hinckley, OH 44233-9590	Runway 10-28 Safety Area Improvements, Phase III - RW 10 End at the Cleveland Hopkins Int'l Airport, Cleveland, OH	(330) 220-3900	\$ 266,644.00	Sub	Jeremy Levenson	(330) 220-3986			Dennis Spragg		04/19/11
Nellis AFB, 99 CONS/LGCA, 5865 Swaab Blvd, Bldg 588	FA4861-09-D-A013; Remove paint and rubber deposits and repaint pavements at Nellis AFB and Creech AFB, NV	(702) 652-9121	\$ 265,000.00	Prime	Jeff Middaugh, Contr Spec	(702) 652-9334			Michael Feldt	(702) 652-8442	09/07/11
Spiostrom & Sons, Inc., PO Box 5766, 1129 Harrison Avenue	11-IL087 & RFD-4083; Item 15A Rehab RW 1719 at Chicago Rockford Int'l Airport, Rockford, IL	(815) 226-0330	\$ 261,840.30	Sub							02/20/12
Del Valle Group, Engineers & Contractors, Toa Baja, PR 00951-2319	Project: 251 - Safety Improvement Runway 8-26 at the Luis Munoz Marin Int'l Airport, Puerto Rico	(787) 222-6040	\$ 261,000.00	Sub							06/12/13
Tinker, OC-ALC-PKOE, 7858 5th Street, Suite 1	FA8101-05-D-0001; Rubber Removal, Joint Seal Removal and Airfield Markings	(405) 739-4182	\$ 254,903.00	Prime	Stephen N. Palmer, CO	(405) 739-2829			Joe Flynn		02/03/10
Duininck, Inc., P.O. Box 735, 4701 North Highway 377	2012 Runway Improvements at Lawton-Fort Sill Regional Airport, Lawton, OK	(817) 491-0946	\$ 245,540.75	Sub	Barry Hulzenge, Duinink	(817) 491-0946					08/03/12
City of Bismarck, 2301 University Drive, P.O. Box 991	Rehab TW C South of Commercial Apron, TW D, North Service Rd, and Eclipse Way at Bismarck Airport, Bismarck, ND		\$ 233,482.64	Prime							07/21/11
Capital Region Airport Comm. Attn: Finance Department, 1 Richard E Byrd Terminal Dr	Contract No. 06-2009-HLM; Airfield Painting Services		\$ 230,560.00	Prime					Chuck Sobrito,	(804) 226-8535	10/15/10
Port Authority of NY & NJ, Mgr: Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Kennedy Int'l	(201) 216-6505	\$ 220,200.00	Prime	Dean Povaroma	(718) 244-3622					02/23/10
State of Vermont, Dept of Buildings and Gen Svcs, 2 Governor Aiken Ave	RUT Pavement Markings (Revised) at the Rutland Southern Vermont Regional Airport, Rutland, VT	(802) 828-3519	\$ 219,289.00	Prime	Scott Fortney	(802) 828-5753					05/02/13
Dekalb Co. Dept of Purchasing, 1300 Commerce Drive, Malcof Center, 2nd Fl, Rm 202	2010 Airfield Remarking Project	(404) 371-2707	\$ 217,164.65	Prime							06/25/10
McCarthy Improvement Company, 5401 Victoria Avenue, Suite 700	MCI #13022, FC-6450 Hartsfield-Taxiway Replacement Phase 1, Hartsfield-Jackson Atlanta Int'l, Atlanta, GA	(563) 359-0321	\$ 213,025.00	Sub	Adam Bruner	(404) 484-9064					06/05/13
Miller Bros. Const. Inc., P.O. Box 30, 1613 South Defiance St	Rehabilitate Runway 7/25 at the Toledo Express Airport, OH	(419) 445-1015	\$ 212,875.08	Sub	Ryan Bernath	(419) 445-1015			Fred Gallia		11/15/12
Monroe County Board of Comm, 1100 Simonon Street, Key West, FL 33040	Painting and Rubber Removal at Key West International Airport, FL		\$ 210,407.13	Prime							09/15/11
Independence Excavating, 5720 Schaaf Road, Independence, OH 44131	Runway 10-28 Safety Area Improvements Phase II - Runway 28 End at Cleveland Hopkins International, Cleveland, OH	(216) 446-3546	\$ 207,851.30	Sub	Larry Hrovat	(216) 446-3546			Duane Dunne, RW Armstrong	(216) 443-1700	12/20/10
Independence Excavating, 5720 Schaaf Road, Independence, OH 44131	Runway 8L-24R Safety Improvements at Burke Lakefront Airport, Cleveland, OH	(216) 446-3546	\$ 203,742.00	Sub	Larry Hrovat	(216) 446-3546					05/20/13
Town of Wellsville, 156 North Main Street, Wellsville, NY 14895	AIP No 3-36-0121-XX-12; Runway 10-28 Rejuvenation and Pavement Markings at Wellsville Municipal Airport, Wellsville, NY		\$ 198,202.85	Prime					Turner Bradford, McFarland Joh	(585) 905-0970	09/18/12
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supply	Labor & Material necessary for rubber & other contaminant removal from paved surfaces	(216) 664-2674	\$ 196,200.00	Prime	Jack Swedyk	(216) 265-6040					12/17/12
Hi-Way Paving, Inc., P.O. Box 550, 4343 Weaver Court North	Remove existing markings and repaint Runway 15-33 at the Johnstown-Cambria County Airport, Johnstown, PA	(614) 876-1700	\$ 194,500.00	Sub					Dan Psimer	(216) 781-6411	07/23/10

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
R.A. Cullinan & Son, a Div of United Contr Midwest, P.O. Box 166	Item 14A, Rehab NW and SW Quadrants, Peoria International Airport, Peoria, IL	(309) 676-4343	\$ 193,816.00	Prime	John Basham	(309) 676-4343			Terry Frans	(309) 303-8953	02/14/12
J.D. Abrams, L.P., 111 Congress Ave., Suite 2400, Austin, TX 78701	ITB 11-10031-MA, Lubbock Int'l Airport, RW 08-26 Taxiway Improvements Ph III, Lubbock, TX	(512) 322-4000	\$ 193,273.30	Sub							06/15/12
Head, Inc., 4477 E. Fifth Avenue, Columbus, OH 43219	Runway Repairs at NALF Orange Grove, TX	(614) 338-8501	\$ 192,500.00	Sub							07/23/10
CCI Companies, Inc., PO Box 186, Mount Pleasant Road	Runway 15-33 Rehabilitation, Griffiths International Airport, Rome, NY	(315) 697-2547	\$ 192,430.00	Prime	James Lesniak	(315) 697-2547	C&S Engineers	(315) 455-2000	James Lesniak		03/19/10
TotTest, Inc., 1480 Ford Street, Maumee, OH 43537-1731	Repair Runway 06/24 at McGuire AFB, NJ	(419) 794-3584	\$ 192,000.00	Sub	Doug Marguaret	(419) 794-3551					02/08/10
Jefferson County Texas, SE TX Regional Airport Office, 4875 Parker Drive	Runway 12/30 Remarketing at the Jack Brooks Regional Airport, TX		\$ 191,572.96	Prime							10/23/12
Moody's Electric Inc., 40150 State Highway 59, Bay Minette, AL 36507	Airfield Improvements, Replace Airfield Signage at Mobile Regional Airport, Mobile, AL	(251) 937-0678	\$ 190,100.00	Sub	Scott Moody	(251) 937-0678	Bobby Odom, Volkert		Reth Smith		09/25/13
R.C. Construction Co., Inc., P.O. Box 1998, 818 Walnut Street	FY-10 Airfield Pavements at Eglin AFB, FL	(662) 453-2424	\$ 188,400.00	Sub	Heston Powers	(662) 453-2424			Wayne McHenry		02/04/11
City of Rantoul, P.O. Box 38, Rantoul, IL 61866-2919	ILDOT TIP-4011; Remark Runways 18/36 and 9/27 at Rantoul National Aviation Center - Frank Elliot Field, Rantoul, IL		\$ 186,149.45	Prime							08/20/12
Kirila Contractors, Inc., P.O. Box 179, Brookfield, OH 44403	Runway 6-24 Improvements and Extension at the Erie International Airport, Erie, PA	(330) 448-4055	\$ 185,469.90	Sub							05/26/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Kennedy Int'l	(201) 216-6505	\$ 185,400.00	Prime	Dean Povaroma	(718) 244-3622					05/12/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Kennedy Int'l	(201) 216-6505	\$ 185,400.00	Prime	Dean Povaroma	(718) 244-3622					05/12/12
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Kennedy Int'l	(201) 216-6505	\$ 185,400.00	Prime	Dean Povaroma	(718) 244-3622					05/12/13
Chennault Int'l Airport Author, 3650 Senator J. Bennett, Johnston Ave.	CHIA Project 2012-04, Runway and Taxiway Painting at Chennault Int'l Airport, Lake Charles, LA	(337) 491-9961	\$ 185,000.00	Prime							07/19/12
APAC Tennessee, Inc. (Memphis), P.O. Box 13427, Memphis, TN 38113	Runway 18R/36L EMAS Construction - South at the Memphis Int'l Airport, Memphis, TN	(901) 947-5600	\$ 178,965.00	Sub	Mike Morganthaler	(901) 947-5600					01/30/13
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at LaGuardia Int'l	(201) 216-6505	\$ 177,825.00	Prime	Jim D'Amico	(718) 533-3538			Joe Pappalardo	(718) 533-3591	02/22/10
City of Savannah, 2 East Bay Street, Savannah, GA 31401	Install Thermoplastic Hold Signs at Savannah Hilton Head Int'l Airport, Savannah, GA		\$ 176,107.08	Prime			Mark Denmark	(912) 964-0514	Kim Arnsdorff		05/17/10
Angelo Iafate Construction Co, 26300 Sherwood, Warren, MI 48091	Airfield and Road Pavement Markings at Selfridge ANG, Mount Clemens, MI	(586) 756-1070	\$ 174,000.00	Sub	Nick Collins	(586) 354-2051					08/10/12
Concrete Works of Colorado Inc, 1260 Rock Creek Circle, Lafayette, CO 80026	Taxiway M & F Reconstruction at Colorado Springs Airport, Colorado Springs, CO	(303) 665-2933	\$ 171,356.25	Prime	Tony Ori				Marc Lenart		08/02/12
Reading Site Contractors, Div of Reading Materials, Inc., 392 Sanatoga Road	Runway 18-36 and Taxiways H & E rehabilitation at the Reading Regional Airport, Reading, PA	(610) 705-0500	\$ 167,062.08	Sub	Rich Crayton	(610) 488-8929			Gary Deck	(610) 488-8929	09/13/11
Mountaineer Contractors, Route 26 South, P.O. Box 606	Project No 125389, RW 5-23 Conversion & Miscellaneous Airfield Improvements, Morgantown Municipal, Morgantown, WV	(304) 842-8691	\$ 166,950.00	Sub							08/22/12
City of Portland, 389 Congress Street, Portland, ME 04101-3509	Portland International Jetport-Pavement Markings Services (3) Main Contract at City of Portland, Maine	(207) 874-8480	\$ 166,850.00	Prime	Artie Sawall	(207) 233-1733			Artie Sawall		07/31/13
Nellis AFB, 99 CONS/LGCA, 5865 Swaab Blvd, Bldg 588	FA4861-09-D-A013; Remove paint and rubber deposits and repaint pavements at Nellis AFB and Creech AFB, NV	(702) 652-9121	\$ 166,442.82	Prime	Darrin L. Talton	(702) 652-6196			Michael Feldt	(702) 652-8442	09/30/12

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Nellis AFB, 99 CONS/LGCA, 5865 Swaab Blvd, Bldg 588	FA4861-09-D-A013; Remove paint and rubber deposits and repaint pavements at Nellis AFB and Creech AFB, NV	(702) 652-9121	\$ 186,442.82	Prime	Darrin L. Talton	(702) 652-8196			Michael Feldt	(702) 652-8442	09/30/13
Maryland Aviation Administration, Division of Procurement, Third Floor P.O. Box 8766	Contract No. MAA-MC-11-016, Runway Rubber Removal Services at BWI, MTN and Martin State Airports	(410) 859-7097	\$ 166,219.20	Prime	Tom Schillin	(410) 859-7836					11/01/11
Nellis AFB, 99 CONS/LGCA, 5865 Swaab Blvd, Bldg 588	FA4861-09-D-A013; Remove paint and rubber deposits and repaint pavements at Nellis AFB and Creech AFB, NV	(702) 652-9121	\$ 164,304.00	Prime	Kalan Diaz, Contract Spec.	(702) 652-9333			Michael Feldt	(702) 652-8442	09/30/11
Environmental Chemical Corp., 1240 Bayshore Highway, Burlingame, CA 94010	FA3002-08-D-0007; Runway Repair at McConnell AFB, KS	(908) 595-1777	\$ 163,500.00	Sub	Tom Rackley	(720) 879-7149					02/18/12
City of New Orleans, Dept of Finance, 1300 Perdido St., Suite 4W07	DAILY REPORTS REQUIRED - Annual Maintenance contract for Runway Rubber Removal & Striping at the Louis Armstrong New Orleans Intl Airport, Kenner LA	(504) 658-1550	\$ 163,184.04	Prime	Ronaldo Nodal, Ops Manager	(504) 464-3513	Tom Moore, Planning & Dev	(504) 465-1271			10/15/11
Golden Triangle Reg Airport, Airport Authority Offices, 2080 Airport Road	RW 36 and Parallel TW Extension Sealcoat and Marking at the Golden Triangle Regional Airport, Columbus, MS	(662) 327-4422	\$ 162,388.75	Prime							09/01/13
EMTA INSAAT A.S., Tel: +968-97376476, Masirah Island, Om 11111	W912ER-10-C-0055; Repair Airfield Pavements, Masirah Island, Oman		\$ 161,477.81	Sub							06/29/12
Westover Air Reserve Base, Operational Contracting Office, 250 Airlift Dr., Westover AFB	FA6806-11-C-0006; Maintain Pavement Markings, Airfields, Project YTPM 11-0001	(413) 557-2603	\$ 159,620.81	Prime	Daniel McCarthy	(413) 557-3110			Mark Tartt, Airfield		08/31/11
Archer Western Contractors, Lt, 2410 Paces Ferry Road, Suite 600	HJAJIA North Deicing Facility at Hartsfield Jackson Atlanta International, Atlanta, GA	(404) 495-8700	\$ 159,125.00	Sub	Michael Gantt	(404) 761-2792	plurtle@walshgro up.com		Paul Turtle	(770) 294-7464	07/24/13
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Paint & Rubber removal to Airfield Flying Operations, Altus AFB OK	(504) 466-7835	\$ 158,193.00	Sub	Ed Dickson	(903) 477-1265			Blake Dickson	(903) 477-1207	08/17/12
Nellis AFB, 99 CONS/LGCA, 5865 Swaab Blvd, Bldg 588	Remove paint and rubber deposits and repaint pavements at Nellis AFB, Creech AFB and Tonopah Test Range, NV	(702) 652-9121	\$ 158,166.41	Prime	Richard Jedlinski	(702) 652-9121			William Barrett,		09/14/10
Zephyrhills Municipal Airport, 39450 South Avenue, Zephyrhills, FL 33542	Runway 18-36 and TW B Markings, Zephyrhills Municipal Airport, Zephyrhills, FL	(813) 780-0030	\$ 157,665.16	Prime							01/24/13
William Charles Const. Co., LLC, P.O. Box 2071, Loves Park, IL 61130	RFD-1008; Rehabilitate Taxiways J and L at the Chicago Rockford Intl Airport, Rockford, IL	(815) 654-4700	\$ 157,439.60	Sub							08/07/10
Desarolladora JA, Inc., URB BILLA DE ESPANA STE 5, P.O. Box 343	Taxiway Sierra reconstruction at the Luiz Munoz Marin Int'l Airport, Carolina, Puerto Rico	(787) 830-4821	\$ 156,190.00	Sub							02/02/12
Odebrecht - CFE Joint Venture, 201 Alhambra Circle, Suite 140, Coral Gables, FL 33134	Site Preparation and NAVAIDS at Fort Lauderdale-Hollywood International Airport, Fort Lauderdale, FL	(305) 965-8600	\$ 152,790.00	Sub							04/29/13
P. Flanagan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	Task 5, PFS 2235, Runway 4-22 Interim Repairs at BWI Thurgood Marshall Airport, Baltimore, MD	(410) 467-5900	\$ 150,915.00	Sub	Keith Jones				Gary Mielke		04/21/11
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supply	Labor & Material necessary for rubber & other contaminant removal from paved surfaces	(216) 664-2674	\$ 150,000.00	Prime	Jack Swedyk	(216) 265-6040			Dan Psimer	(216) 781-6411	09/11/11
City of Chicago, Department of Procurement Serv., 121 N. LaSalle St. Room 403	Removal of Rubber and other Contaminants from Runways and other Pavements	(312) 742-9468	\$ 150,000.00	Prime					Harri Vegesna	(773) 447-0412	07/01/10
City of Cleveland, 601 Lakeside Ave, Room 128, Division of Purchasing&Supply	Labor & Material necessary for rubber & other contaminant removal from paved surfaces	(216) 664-2674	\$ 150,000.00	Prime	Jack Swedyk	(216) 265-6040			Dan Psimer	(216) 781-6411	09/11/10
Summers Concrete Contracting, 5538 Coppage Road, Hahira, GA 31632	Airfield Pavement Projects at McEntire Joint National Guard Base, Eastover, SC; W912QG-10-C-0003	(229) 794-1023	\$ 148,541.68	Prime	Wayne	(229) 740-1417					06/17/10
Stark Excavating, Inc., 1805 W. Washington Street, Bloomington, IL 61701	IL Project CMI-3474, Rehab of U of I ramp and select PCC panels, mark pavements and install signs and replace VASIs at the U of I Airport, Savoy, IL	(309) 828-5034	\$ 146,689.90	Sub							06/23/09

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Rogers Group, Inc. (KY), 938 North Main Street, Hopkinsville, KY 42240	Runway Rehabilitation and Lighting Project at the Sturgis Municipal Airport, Sturgis KY	(270) 707-2141	\$ 146,326.45	Prime							09/03/13
City of Seminole, P.O. Box 1218, 401 N. Main Street	Runway Pavement Preservation at the Jimmie Austin Seminole Regional Airport, Seminole, OK	(405) 382-4330	\$ 145,821.00	Prime			Jordan Culver	(501) 280-9697			09/14/10
Shaw Brothers Const., Inc., P.O. Box 69, 511 main Street	Runway 18-36/Taxiway C rehabilitation and extension at the Portland Int'l Jetport, Portland, ME	(207) 839-2552	\$ 145,056.50	Sub							09/23/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at LaGuardia Int'l	(201) 216-6505	\$ 143,335.00	Prime	Jim D'Amico	(718) 533-3538			Joe Pappalardo	(718) 533-3591	05/12/12
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at LaGuardia Int'l	(201) 216-6505	\$ 143,335.00	Prime	Jim D'Amico	(718) 533-3538			Joe Pappalardo	(718) 533-3591	05/12/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at LaGuardia Int'l	(201) 216-6505	\$ 143,335.00	Prime	Jim D'Amico	(718) 533-3538			Joe Pappalardo	(718) 533-3591	05/12/13
Greater Orlando Aviation Autho, Engineering and Construction, 5850 Cargo Road	Airfield Markings and Removals at Greater Orlando International Airport, Orlando, FL	(407) 825-3763	\$ 142,591.66	Prime							10/23/12
Arapahoe Co. Public Airport Au, Centennial Airport, 7800 S. Peoria Street, G-1	Repaint airfield markings at the Centennial Airport, Englewood, CO	(303) 790-0598	\$ 142,144.00	Prime							08/04/10
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Surface Prep and Midew Removal at NAS Belle Chasse, New Orleans LA	(504) 466-7835	\$ 141,350.00	Prime							08/28/13
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Newark int'l	(201) 216-6505	\$ 141,090.00	Prime					Kenny Hicks	(973) 961-6349	02/23/10
Interstate Highway Constructio, P.O. Box 4356, 7135 South Tucson Way	Runway 18L-36R Pavement Rehabilitation Design Package 3 Project at Tulsa International Airport, Tulsa, OK	(303) 790-9100	\$ 138,972.06	Sub	Dustin Gerou	(918) 794-8602					10/02/12
St. Louis County, Missouri, Division of Procurement, 41 St. Central Ave., 8th floor	IFB #2012-04-2237-LJ: Runway Marking Removal and Paint for the St. Louis County Spirit of St. Louis Airport, MO	(314) 615-2514	\$ 138,638.72	Prime	David Schubert	(314) 568-0584					06/04/12
Walsh Construction (LL), 929 West Adams Street, Chicago, IL 60607	Runway 9C-27C Northeast Package, O'Hare Int'l Airport, Chicago, IL	(312) 563-5400	\$ 138,571.95	Sub	Dave Busch						03/22/11
City of Tallahassee, Accounts Payable, City Hall, 300 S. Adams St., 3rd Floor	Specialty Airfield Pavt Marking and Rubber Removal at Tallahassee Regional Airport, Tallahassee, FL	(850) 891-8427	\$ 138,420.00	Prime							06/09/10
Greater Orlando Aviation Autho, Engineering and Construction, 5850 Cargo Road	Airfield Markings and Removals at Greater Orlando International Airport, Orlando, FL	(407) 825-3763	\$ 137,230.19	Prime							12/05/12
City of Pensacola, Accounts Payable, P.O. Box 12910	RW/APron Painting Services at the Pensacola International Airport, Pensacola, FL	(850) 436-500	\$ 136,085.26	Prime	Daniel Flynn	(850) 436-5000					02/07/13
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	IDIQ Repair Airfield Pavements at Dyess AFB, TX	(203) 235-3351	\$ 134,580.00	Sub							02/19/12
BARC, A JV, 3100 McKinnon, 7th Floor, Dallas, TX 75201	DFW-SA 01 - DFW Terminals A & C Regaling (10 Gates)	(972) 586-5812	\$ 134,500.00	Sub	Brian Thompson, Asst. PM	(972) 586-5817	Brad Puslejevsky	(817) 430-0552	Rick Schuman	(817) 925-9573	06/21/10
Barrett Paving Materials, Inc., 4530 Wetzel Road, Liverpool, NY 13090	Runway 28 & 33 Rehab Phase II at Syracuse Hancock Int'l Airport, Syracuse, NY	(315) 652-4585	\$ 132,962.50	Sub							04/16/10
Anderson Columbia Co., Inc., P.O. Box 565, Westlaco, TX 78599	Runway 17R-35L Extension at Laredo International Airport, Laredo, TX	(956) 969-4614	\$ 132,141.35	Sub	Ted Teegarden	(956) 726-9819			Blanye Kennedy		10/21/10
Accadia Site Contracting, Inc., 5636 Transit Road, Depew, NY 14043	Runway 6-24 Safety Area Improvements at the Niagara Falls Int'l Airport, Niagara Falls, NY	(716) 681-7944	\$ 131,750.00	Sub	Nick Soroka	(716) 681-7944					04/25/11
City of San Antonio, General Accounting, P.O. Box 839976	Rubber and Paint Build Up Removal Services at the San Antonio International Airport, San Antonio, TX	(210) 207-2101	\$ 131,660.00	Prime	Mark McCarthy, Main Super	(210) 207-3538					01/01/12
City of San Antonio, General Accounting, P.O. Box 839976	Rubber and Paint Build Up Removal Services at the San Antonio International Airport, San Antonio, TX	(210) 207-2101	\$ 131,660.00	Prime	Mark McCarthy, Main Super	(210) 207-3538					01/01/11
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	IDIQ Repair Airfield Pavements at Dyess AFB, TX	(203) 235-3351	\$ 128,225.00	Prime			Brad Puslejevsky	(817) 430-0552	Rick Schuman	(817) 925-9573	02/19/11

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Mountain States Contractors, 5760 Old Lebanon DIRT Road, P.O. Box 1004 Kingsville, 201 Nimitz Ave, Bldg 4711	Reconstruct Taxiways T4 & S at Nashville Intl Airport, Nashville, TN Chemically Remove Rubber from NAS Kingsville and Alternate Landing Field Orange Grove Runways	(361) 516-6044	\$ 127,563.55	Sub	Andrew	(615) 733-0226					08/03/10
Emery Sapp & Sons, Inc., 2602 N. Stadium Blvd., Columbia, MO 65205	Extend RW 18-36 and Parallel TW at North Central Missouri Regional Airport, Lynn County, MO	(573) 445-8331	\$ 127,237.05	Prime							09/03/13
City of Urbana, 205 S. Main Street, Urbana, OH 43078	Pavement Markings, Joint Cleaning & Sealing, Rejuvenating		\$ 127,196.50	Prime	Doug Crabill, City of Urbana	(937) 652-4305	Nathan Lienhart	(317) 780-7236	Contact Project		09/12/13
Anderson Columbia Co., Inc., P.O. Box 585, Weslaco, TX 78599	Laredo AIP Taxiway Construction and General Aviation, Apron Reconstruction Phase 7 at Laredo International Airport, Laredo, TX	(956) 969-4614	\$ 126,508.00	Sub							08/30/13
City of Enid, 401 West O.K. Garniott, Enid, OK 73702	AIP Proj 3-40-0028-024-2011; Remove Rubber Build-Up and Remark Runway 17-35, Enid Woodring Regional Airport, OK		\$ 125,715.50	Prime			Toby J. Baker	(405) 405-2138			09/27/12
Persaud Companies, Inc., 43480 Yukon Drive, Suite 160, Ashburn, VA 20147	N40085-1-R-2100, PA-001003-11 Airfield Closure at Naval Air Station Joint Reserve Base, Willow Grove, PA	(703) 724-0075	\$ 122,700.00	Sub	Yonas Menji	(703) 724-0075					06/21/11
Air Auth City of Gulf Shores, 3190 Airport Drive, Gulf Shore, AL 36542	AIP 3-01-0090-027-2013, Runway 9-27 Marking & Crack Seal at Jack Edwards National Airport, Gulf Shores, AL	(315) 955-6539	\$ 120,853.67	Prime	Scott Goodrich	(315) 775-9926	Michael J. Cole	(334) 793-6286			04/07/11
Cadence Contract Services, LLC, P.O. Box 79, 30139 State Route 3	Traffic control painting requirements on Fort Drum, NY	(504) 466-7835	\$ 118,906.90	Sub							07/26/13
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Rubber removal and painting at Tinker AFB, OK	(303) 790-0598	\$ 118,560.00	Sub							05/21/12
Arapahoe Co. Public Airport Au, Centennial Airport, 7800 S. Peoria Street, G-1	Rubber Removal & Repaint Airfield Markings at the Centennial Airport, Englewood CO		\$ 117,172.40	Prime							10/10/13
City of Findlay, 318 Dorney Plaza, Room 304, Findlay, OH 45840	AIP 3-39-0034-2312, Project No. 35221700; Rehabilitation of Runway 7-25 at Findlay Airport, Findlay, OH		\$ 116,952.00	Prime							09/17/13
Archer Western Contractors, Lt, 2410 Paces Ferry Road, Suite 600	Runway 1-19 Safety Area Improvements and Runway 1 Hold Apron Modifications at the Ronald Reagan National Airport, VA	(404) 455-8700	\$ 116,890.00	Prime							09/27/12
Bell Contracting, Inc., 6815 Stephens Station Road, Columbia, MO 65202	FA8101-12-M-0021 Rubber Removal and Restripe Pavement for Airfield at Tinker AFB, OK	(573) 814-3007	\$ 116,135.00	Prime	Zac Henson	(405) 732-9900					03/24/11
Porter County Muni Air Auth, 4207 Murvhill Road, Valparaiso, IN 46383	Airfield Pavement Markings, Runway 18-36 Lighting Improvements, Porter County Municipal Airport, Valparaiso, IN		\$ 115,620.50	Prime							03/08/12
Arapahoe Co. Public Airport Au, Centennial Airport, 7800 S. Peoria Street, G-1	Rubber Removal, Repaint, AirMark sign at the Centennial Airport, Englewood, CO	(303) 790-0598	\$ 115,290.80	Prime	Lorie Hinton	(303) 790-0598					09/24/10
Tutor-Perini Baker, 100 Aviation Boulevard, Fort Lauderdale, FL 33315	Runway 9R-27L Closure at the Fort Lauderdale-Hollywood International Airport, Ft Lauderdale, FL	(954) 414-9063	\$ 115,000.00	Prime							07/26/11
Ramsey Constructors, Inc., 5711 Gateway Park, Lakeville, NY 14480	Runway 24 Extension at the Elmira-Corning Regional Airport, Horseheads, NY	(585) 346-0720	\$ 112,562.08	Prime							04/16/12
George & Lynch, Inc., 150 Lafferty Lane, Dover, DE 19901	FA4497-11-D-0011, Roadway Markings at Dover AFB, Dover, DE	(302) 736-3031	\$ 111,872.00	Sub	Rick Stoops	(302) 736-3031			Alfonso Cintron		07/26/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Newark intl	(201) 216-6505	\$ 111,650.00	Prime						(973) 961-6349	10/09/12
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Newark intl	(201) 216-6505	\$ 111,650.00	Prime					Kenny Hicks	(973) 961-6349	05/12/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Newark intl	(201) 216-6505	\$ 111,650.00	Prime					Kenny Hicks	(973) 961-6349	05/12/11
Port Authority of NY & NJ, Mgr. Const. Contract Division, One Madison Avenue, 7th Floor	Rubber Removal at Newark intl	(201) 216-6505	\$ 111,650.00	Prime					Kenny Hicks	(973) 961-6349	05/12/11

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
P. Flanigan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	Task 6, PFS 2235, Taxiways S, Y, B and N Repairs at BWI Thurgood Marshall Airport, Baltimore, MD	(410) 467-5900	\$ 111,400.34	Sub	Keith Jones				Gary Mielke		04/21/11
Metropolitan Washington Airport, A/P, MA-22B, 1 Aviation Circle	Rubber and Paint Removal at Washington Dulles International Airport		\$ 108,800.00	Prime					Darren Cooper	(703) 572-7224	09/26/13
City of Craig/Moffat County, CO, 221 West Victory Way, Suite 110	Pavement Rehabilitation at Craig-Moffat County Airport, Craig, CO		\$ 108,415.60	Prime	Mike Garcia	(970) 242-0101	Jessica Gutierrez	(970) 242-0101	Same		08/11/10
Metropolitan Washington Airport, A/P, MA-22B, 1 Aviation Circle	Rubber and Paint Removal at Washington Dulles International Airport		\$ 106,750.00	Prime					Darren Cooper	(703) 572-7224	09/26/12
Laughlin, 47th Contracting Squadron/LGCC, 171 Alabama Avenue	FA3099-10-C-0002, Runway Rubber Removal and Painting at Laughlin AFB, TX	(830) 298-5744	\$ 106,675.00	Prime	Kendrick Cloud	(830) 298-4916			Ben Graf	(830) 298-5060	09/23/10
Williamson County Airport Auth, 10400 Terminal Drive, Marion, IL 62959-5819	MWA-4169, Repaint Runway and Taxiway Markings at the Williamson County Regional Airport, Marion, IL		\$ 106,588.82	Prime			Ryan Farley	(618) 993-6411			07/26/12
South Jersey Trans. Authority, P.O. Box 351, Hammonton, NJ 08037-0351	Airfield Pavement Surface-Applied Holding Position Signs at Atlantic City International Airport, NJ	(609) 965-6080	\$ 106,200.00	Prime	Scott Carpenter	(609) 561-6643			Mike Bent		10/12/10
William Charles Const Co LLC, Sjolstrom & Sons Inc., JV, 5290 Nimtz Road	Item 21A, Rehab Runway 1/19, Phase 2 at Chicago-Rockford Int'l Airport, Rockford, IL	(815) 654-4700	\$ 105,951.25	Sub							08/29/12
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Rubber removal and painting services at Tinker AFB, OK	(504) 466-7835	\$ 104,340.00	Sub							05/02/13
BNJ Builders, LLC, 4324 NW 48th Street, Oklahoma City, OK 73112	BPA Rubber Removal and Restriping Airfields at Tinker AFB, OK	(405) 604-5262	\$ 104,340.00	Prime							09/18/12
Foremost Paving, Inc., PO Box 29, 1402 N. Bridge	Runway 17R/35L Overlay at the Valley Int'l Airport, Harlingen Texas	(956) 968-5471	\$ 104,175.95	Prime							10/03/13
JJ Cunningham, LLC, 809 Poplar Street, Clarks Summit, PA 18411	Crack Sealing, Rubber Removal and Airfield Markings for Easton Airport, Easton, MD	(570) 702-2600	\$ 104,155.50	Sub							08/13/13
Cridler & Cridler, Inc., 1900 Liberty Drive, Bloomington, IN 47403	Mitigate Sinkholes in Runway 17-35 RSA	(812) 336-4452	\$ 104,027.45	Prime	Brian Waitz	(812) 336-4452	Hanson Professional Services		David Michael	(317) 495-5246	08/02/13
Arapahoe Co. Public Airport Au, Centennial Airport, 7800 S. Peoria Street, G-1	Rubber Removal and Repaint at the Centennial Airport, Englewood, CO	(303) 790-0598	\$ 103,804.80	Prime	Lorie Hinton	(303) 790-0598					06/04/12
Gilchrist Const. Co., LLC, Project Accountant, 5709 New York Ave.	Mill and overlay portion of RW 18-36 at the England Airpark, Alexandria, LA	(318) 448-3565	\$ 103,025.82	Prime							11/02/11
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	IDIQ Repair Airfield Pavements at Dyess AFB, TX	(203) 235-3351	\$ 102,750.00	Sub			Brad Pustejovsky	(817) 430-0552	Rick Schuman	(817) 925-9573	02/19/10
City of Arcadia, P.O. Drawer 351, Arcadia, FL 34265	Runway Marking Improvements and Pavement Rejuvenation at the Arcadia Municipal Airport, Arcadia, FL		\$ 102,250.00	Prime							08/28/13
Diamond Materials, Inc., 924 S. Herald Street, Wilmington, DE 19801	Runway 1 Safety Area Improvements at the New Castle Airport, New Castle, DE	(302) 658-6524	\$ 102,200.00	Sub	Paul Cranny	(302) 658-6524			Bill Beaudet	(302) 658-6524	01/05/10
The Middlesex Corporation, One Spectacle Pond Road, Littleton, MA 01460	TMC Job #2059, Taxiway B-2 Extension & B-1 Rehabilitation at the Orlando Int'l Airport, Orlando, FL	(978) 742-4400	\$ 100,770.00	Sub							12/23/11
Handwerk Site Contractors, P.O. Box 326, 326 Old Farm Road	WK-082A, Rehabilitate Runway 8/26 at Capital City Airport, Harrisburg, PA	(717) 566-3711	\$ 98,792.75	Sub	Bryan Yanez						04/29/11
Apple Construction, 2208 18th Street, Suite C, Guilford, MS 39501	Contract No. FA3002-08-C-001, Airfield Markings at Keesler AFB, MS	(228) 897-1995	\$ 98,500.00	Sub							10/15/12
Bransome, Inc., dba Bransome Richmond, P.O. Box 70	Rehab of Taxiways H, F, R and C at the Richmond Int'l Airport, Richmond, VA	(804) 749-3266	\$ 98,008.00	Sub							09/30/10
Red River Parish Police Jury, 615 East Carroll St., Coushatta, LA 71019	Seal Coat and Marking, Red River Parish Airport, Red River Parish, LA		\$ 97,931.50	Prime							06/08/10
P. Flanigan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	Task 9, PFS 2235, Airfield Painting at BWI Thurgood Marshall Airport, Baltimore, MD	(410) 467-5900	\$ 96,900.00	Prime	Keith Jones				Gary Mielke		04/21/11
City of Kerville, Account Payable Clerk, 800 Junction Highway	Pavement rehabilitation for Runway 12/30 at the Kerville Municipal/Louis Schreiner Field, TX	(830) 792-8332	\$ 96,352.30	Prime	Bruce McKenzie	(830) 896-9399					05/10/10
Astra Group, Inc., 300 Churchhill Court, Woodstock, GA 30188	Parallel Taxiway A Extension and Widening Improvements at Paulding Northwest Atlanta Airport, GA	(770) 992-9300	\$ 95,905.20	Prime	Theresa Rivera				Scott Creel		11/25/13
American Paving Solutions, P.O. Box 13007, Green Bay, WI 54307-3007	Rejuvenate application at the Kearney Regional Airport, Kearney, NE	(920) 662-9662	\$ 95,277.65	Sub							09/17/12

Major Projects Past 5-Years

Hi-Lite Airfield Services, LLC
18249 Hi-Lite Drive
Adams Center, NY 13606

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
TotTest, Inc., 1480 Ford Street, Maumee, OH 43537-1731	W9128F-11-C-0010; Repair runway keel section at Ellsworth AFB, SD	(419) 794-3584	\$ 94,500.00	Prime	Ken Terveen	(419) 794-3684					05/12/11
Handwerk Site Contractors, P.O. Box 326, 326 Old Farm Road	Rehabilitate Runway 8/26 at the Capital City Airport, Harrisburg, PA	(717) 566-3711	\$ 93,861.25	Sub							05/15/12
George & Lynch, Inc., 150 Lafferty Lane, Dover, DE 19901	FAA497-11-D-0011, Airfield Markings at Dover AFB, Dover, DE	(302) 736-3031	\$ 93,046.00	Prime	Rick Stoops	(302) 736-3031			Alfonso Cintron		02/21/12
Perform Traffic Control System, 625 Richard Lane, Elk Grove, IL 60007	Removal of runway edgelines on concrete on Runway 31C at Chicago Midway	(847) 718-0041	\$ 92,500.00	Prime	Tim Campio	(847) 718-0041					06/20/12
McCarthy Anderson/MAC, JV, 4420 Universal Drive, Rapid City, SD 57702	Airfield Remarking at Ellsworth AFB, SD	(605) 787-9007	\$ 91,100.00	Prime	Dale Vanyo	(605) 787-4685			Bruce Ewing		05/14/10
Muschlitz Excavating, Inc., 615 Moorestown Drive, Bath, PA 18014-0086	Improve Runway 13-31 Safety Area at the Lehigh Valley International Airport, Allentown, PA	(610) 759-0525	\$ 90,545.00	Sub	Ed Jones	(610) 759-0525			Mike Keefer	(610) 759-0525	04/10/13
Sealand Contractors Corp., P.O. Box 350, 85 High Tech Drive	Rehabilitation of Taxiways at the Griffiss International Airport, Rome, NY	(585) 359-9242	\$ 90,479.50	Sub							09/17/12
City of Williston, 22 East Broadway, Williston, ND 58802	Rehab RW 11-29 Markings and Taxiway Markings at Sloulin Field Intl Airport, Williston, ND		\$ 90,216.49	Prime				(701) 355-8400			08/26/10
Coulson Excavating Co., Inc., 3609 No. County Road 13, Loveland, CO 80538	Runway 15/33 Improvements at the Fort Collins-Loveland Municipal Airport, Loveland, CO	(970) 667-2178	\$ 89,372.00	Sub	Sean Cox, Est/Project Manager	(970) 667-2178					08/25/11
Sealand Contractors Corp., P.O. Box 350, 85 High Tech Drive	Rehabilitation of intersections for Runway 4 22 and Runway 10-28 at the Rochester International Airport, Rochester, NY	(585) 359-9242	\$ 88,002.00	Sub							04/11/11
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	Contract No. FA6806-12-C-0001; Repair Runway 15-33 at Westover AFB, MA	(203) 235-3351	\$ 88,000.85	Prime	Fred Aldrich	(413) 562-6711			Steve Herzman	(413) 562-6711	02/29/12
South Jersey Trans. Authority, P.O. Box 351, Hammonton, NJ 08037-0351	Runway Rubber Removal and Airfield Markings, Atlantic City International Airport, Egg Harbor, NJ	(609) 965-6060	\$ 87,968.31	Prime							08/19/11
City of Minot, 512 2nd Ave, SW, Minot, ND 58701	Paint Runway 13/31 Pavement Markings at Minot Intl Airport, Minot, ND		\$ 87,745.72	Prime	Bob Leason	(315) 345-0139			Steve Gray	(315) 345-9548	07/25/13
City of Pensacola, Accounts Payable, P.O. Box 12910	RW/APron Painting Services at the Pensacola International Airport, Pensacola, FL	(850) 436-500	\$ 87,227.52	Prime	Daniel Flynn	(850) 436-5000					02/27/12
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Airfield markings at Godman Army Airfield, Fort Knox, KY	(504) 466-7835	\$ 86,392.50	Sub							09/29/11
Norfolk Airport Authority, Norfolk International Airport, 2200 Norview Ave	Rubber Removal and Pavement Markings at Norfolk International Airport, Norfolk, VA	(757) 857-3351	\$ 86,277.72	Prime	Anthony Rondeau, P.E.	(757) 857-3351					10/11/10
Norfolk Airport Authority, Norfolk International Airport, 2200 Norview Ave	Rubber Removal and Painting at Norfolk International Airport, Norfolk, VA	(757) 857-3351	\$ 85,592.00	Prime	Anthony Rondeau, PE	(757) 857-3351					08/15/11
Birmingham Airport Authority, 5900 Airport Highway, Birmingham, AL 35212	Airfield Markings at the Birmingham-Shuttlesworth Intl Airport		\$ 85,043.00	Prime				(205) 214-5500			06/25/10
Metropolitan Washington Airport, A/P, MA-22B, 1 Aviation Circle	Rubber and Paint Removal at Washington Dulles International Airport		\$ 82,960.00	Prime					Darren Cooper	(703) 572-7224	06/01/10
Rapid City Regional Airport, 4550 Terminal Road Suite 102, Rapid City, SD 57703	2013 Airfield Painting at Rapid City Regional Airport, Rapid City, SD		\$ 81,134.88	Prime	Pete Girtz, Ext 2	(605) 394-4195			Airport Operatio	(605) 593-3419	08/13/13
Oneida County Dept of Aviation, 592 Hangar Road, Suite 200	Bid Ref 1545, Runway Pavement Maintenance at Griffiss International Airport, Rome, NY	(315) 736-4171	\$ 80,000.00	Prime	Chad Lawrence						04/01/12
The Harper Company, P.O. Box 420, 1648 Petersburg Road	WR912QR-10-C-0050 West Ramp Phase 2 Replacement at Wright Patterson AFB, OH	(859) 586-8890	\$ 78,765.00	Prime							06/30/10
P. Flanagan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	Task 26 Taxiway U and U1 Rehab at BWI Marshall and Martin State Airport, Baltimore, MD	(410) 467-5900	\$ 78,407.10	Sub	Keith Jones				Gary Mielke		09/09/11
City of New Orleans, Dept of Finance, 1300 Perdido St., Suite 4W07	DAILY REPORTS REQUIRED - Annual Maintenance contract for Runway Rubber Removal & Striping at the Louis Armstrong New Orleans Intl Airport, Kenner LA	(504) 658-1550	\$ 77,625.70	Prime	Ronaldo Nodal, Ops Manager	(504) 464-3513	Tom Moore, Planning & Dev	(504) 465-1271			11/12/08

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Norfolk Airport Authority, Norfolk International Airport, 2200 Norview Ave	Runway Rubber Removal, Paint Removal & Pavement Markings at Norfolk International Airport, Norfolk VA	(757) 857-3351	\$ 77,386.00	Prime	Anthony Rondeau	(757) 857-3351					08/05/13
Oneida County Dept of Aviation, 592 Hangar Road, Suite 200	Bid Ref 1545, Runway Pavement Maintenance at Griffiss International Airport, Rome, NY	(315) 736-4171	\$ 77,325.59	Prime	Chad Lawrence				Dean Millington	(315) 272-5881	04/01/13
Lee County Port Authority, P.O. Box 2463, Fort Myers, FL 33902	Runway Hold Position Markings at the Southwest Regional International Airport, Fort Myers, FL	(239) 590-4804	\$ 77,045.50	Prime							07/06/11
C.S. & W. Contractors, Inc., 6135 North 7th Street, Suite 105	Runway 12/30 Rehab & Remove Taxiway B2 & Extend Taxiway B3 at Colorado Springs Airport, Colorado Springs, CO	(602) 266-7000	\$ 76,841.00	Sub							09/15/10
Ketco, Inc., 50 Colvin Ave, Suite 103	Taxiway A Rehabilitation at the Plattsburgh Int'l Airport, Plattsburgh, NY	(518) 459-4040	\$ 76,550.00	Sub	Kevin McAlonen						01/20/12
Miller Bros. Const. Inc., P.O. Box 30, 1613 South Defiance St	Rehabilitation of Runway 16/34 at the Toledo Express Airport, Toledo, OH	(419) 445-1015	\$ 75,458.00	Sub	Jason Sherman	(419) 445-1015			Fred Galla		07/30/10
Louisiana Ag. Finance Auth, P.O. Box 631, Baton Rouge, LA 70821	Statewide Sealcoat Project at Woodworth Airport, Louisiana		\$ 74,917.44	Prime			Pan American Engineers	(318) 473-2100			10/29/10
City of Kirksville, 201 South Franklin Street, Kirksville, MO 63501	Enhanced Taxiway C/L Markings and Surface Painted Holding Position Signs, Remark Runway 18-36 Aiming Point Markings at Kirksville Regional, MO		\$ 74,580.00	Prime	Chris Flageolle - BWR	(816) 363-2696	Matthew Jacobs, BWR	(816) 363-2696	Same		10/25/10
City of Fort Lauderdale, 100 North Andrews Avenue, 4th Floor	Project 11452, Airfield Pavement Striping at Fort Lauderdale Executive Airport, Fort Lauderdale, FL	(954) 761-5772	\$ 74,470.21	Prime							11/19/10
Burns Dirt Construction, Inc., 57 Burns Drive, Columbus, MS 39702	Runway 36 Extension at Golden Triangle Regional Airport, Columbus, MS	(662) 329-3703	\$ 73,243.38	Sub	Brian Hickman	(662) 329-3703			Dewayne Burns	(662) 329-3703	07/21/10
Chavez Contracting, Inc., P.O. Box 2451, Wichita Falls, TX 76307-2451	Repaint Frederick Airfield and Remove Rubber and Paint Runways at Sheppard AFB, TX	(940) 761-3488	\$ 72,776.47	Prime	Wade Scarbrough	(940) 761-3488					11/19/10
Duval Asphalt Products, Inc., 7544 Philips Highway, Jacksonville, FL 32256	Rehabilitation of Runway 13-31 at the Fernandina Beach Municipal Airport, Fernandina Beach, FL	(904) 296-2020	\$ 71,190.00	Sub	Chris Wright	(904) 296-2020			Chris Austell		01/25/10
R.C. Construction Co., Inc., P.O. Box 1998, 818 Walnut Street	W91278-10-C-0083, STOVL Simulated Carrier Practice Landing Deck, Eglin AFB, Duke Field, FL	(662) 453-2424	\$ 70,845.00	Prime	Heston Powers	(662) 453-2424			Hank Floyd		02/04/11
APAC Tennessee, Inc., Ballenger Paving Division, P.O. Box 127	BPD 394201, Reconstruct and Widen Taxiway U at the Columbia Metropolitan Airport, Columbia, SC	(864) 292-9550	\$ 69,830.00	Sub							10/02/12
Blaze Construction, 151 Lou Groza Blvd., Berea, OH 44017	Taxiway W relocation at the Cleveland Hopkins Intl Airport, Cleveland OH	(440) 243-1642	\$ 66,750.00	Sub							09/07/10
Granite Construction Co., Box 902500, Palmdale, CA 93590-2500	EAFB (Task Order #12) Contract #W912PL 09-D-0032, Ramp 1 Striping-AirMark Pre-Formed Thermoplastic Signs	(661) 726-4447	\$ 66,331.50	Sub							09/17/10
P. Flanigan & Sons, Inc., 2444 Loch Raven Road, Baltimore, MD 21218	Runways 10-28 and 15R-33L intersection pavement rehabilitation at BWI Thurgood Marshall Airport, Baltimore, MD	(410) 467-5900	\$ 66,212.50	Sub							06/03/11
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	IDIQ Paving Maintenance and Repair at the NAS JRB Fort Worth, TX	(203) 235-3351	\$ 66,200.00	Sub	John F. Raver	(817) 430-0552			Jeff D. Nichols	(817) 430-0552	07/15/11
Lee County Port Authority, P.O. Box 2463, Fort Myers, FL 33902	Airfield Painting and Striping at the Southwest Florida International Airport, Fort Myers, FL	(239) 590-4804	\$ 66,100.00	Prime	Scott Davis	(239) 462-9733					03/28/11
City of Bismarck, 2301 University Drive, P.O. Box 991	2012 Airport Improvements - Pavement Maintenance at Bismarck Airport, Bismarck, ND		\$ 65,828.52	Prime			Kevin Nelson, PE	(701) 355-2318			06/29/12
Head, Inc., 4477 E. Fifth Avenue, Columbus, OH 43219	Repair Runway 13L/31R & Taxiway Y at the NAS Corpus Christi, TX	(614) 338-8501	\$ 65,000.00	Sub							02/05/10
Triangle Paving & Grading, Inc, PO Drawer 2570, Burlington, NC 27216	#AF12-010, Charlotte Douglas International Airport, Charlotte, NC	(336) 584-1745	\$ 64,550.00	Prime	Steve Martin	(336) 516-4484					09/18/12

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
City of Sugar Land, 2700 Town Center Blvd, North, Sugar Land, TX 77487-0110	Runway 17-35 Cleaning and Remarking, Sugar Land Regional Airport, Sugar Land, TX		\$ 63,510.30	Prime			David Alexander	(281) 494-3252			03/24/10
The Harper Company, P.O. Box 420, 1648 Petersburg Road	Reconstruct Runway 6-24 and Taxiway A-1 at Virgil I. Grissom Municipal Airport, Bedford, IN	(859) 586-8890	\$ 63,318.39	Sub							09/30/10
John R. Jurgensen Co., 11641 Mosteller Road, Cincinnati, OH 45241	W912QR-11-C-0039; Overlay Runway 23R, Wright Patterson Air Force Base, OH	(513) 771-0820	\$ 63,101.88	Sub	Chris Rutkai	(503) 404-8224			Same		01/23/12
South Jersey Trans. Authority, P.O. Box 351, Hammonton, NJ 08037-0351	Rubber/Paint Removal and Painting at Atlantic City Int'l Airport, Egg Harbor, NJ	(609) 965-6060	\$ 62,626.00	Prime							09/03/10
City of Pierre, 222 East Dakota Ave, Pierre, SD 57501	Pierre Regional Airport Marking 2010, Pierre, SD	(605) 773-7407	\$ 62,406.00	Prime	Mike Isaacs, Airport Manager	(605) 773-7447			John Childs, City	(605) 773-3056	07/13/10
George & Lynch, Inc., 150 Lafferty Lane, Dover, DE 19901	Restripe of pavement markings for runway affected by rubber removal at Dover AFB, DE	(302) 736-3031	\$ 62,200.00	Sub	Rick Stoops, ext. 204	(302) 736-3031					09/26/11
County of Victoria, 101 N. Bridge Street, Victoria, TX 77901	E17917.00, Airfield Pavement Marking and Selective Crack Sealing Runway 12L-30R at Victoria Regional Airport, Victoria, TX		\$ 61,129.00	Prime	Ray Bridges, PE	(361) 578-9836			Michael Brzozol	(361) 578-9836	05/02/11
Lane Construction Corporation, 90 Fieldstone Court, Cheshire, CT 06410-1212	IDIQ Paving Maintenance and Repair at the NAS JRB Fort Worth, TX	(203) 235-3351	\$ 60,225.00	Sub	John F. Raver	(817) 430-0552			Jeff D. Nichols	(817) 430-0552	07/15/10
JSR, Inc., P.O. Box 870, 8835 Greaves Lane	Rubber removal on runway 04/22 at Cannon AFB, NM	(210) 653-7772	\$ 59,700.00	Prime	Janet Reader	(575) 762-9777					10/18/12
Illinois DOT Div of Aeronautics, 1 Langhorne Bond Drive, Capital Airport	Remark Runway 1/19 and Runway 9/27 and affected taxiways at the Kewanee Municipal Airport, Kewanee, IL		\$ 59,313.60	Prime							09/10/13
City of Rapid City, 300 Sixth Street, Rapid City, SD 57701	2011 Airfield Painting at the Rapid City Regional Airport, Rapid City, SD		\$ 59,155.25	Prime							09/16/11
Austin Bridge & Road, LP, 6330 Commerce Drive, Suite 150, Irving, TX 75063	Runway and Taxiway improvements at Skylark Field, Killeen, TX	(214) 596-7300	\$ 59,019.31	Prime	Tom	(512) 748-0638					10/19/10
City of Ocala Florida, 201 SE 3rd St., 2nd Floor, Ocala, FL 34471	Misc airfield markings at the Ocala International Airport - Jim Taylor Field, Ocala, FL	(352) 629-8214	\$ 58,917.99	Prime	Matthew Grow						01/25/12
Asphalt Sealing Professionals, 5429 Hopkinsville Road, Cadiz, KY 42211	Airfield crack repair and seal coat at the Big Sandy Regional Airport, Big Sandy, KY	(270) 881-0803	\$ 58,530.00	Prime							10/18/10
The Kilian Corporation, PO Box A, 608 South Independence Street	FA3002-08-D-0006, DO 0006, Runway 14R-32L Pavement Repairs at Scott AFB, IL		\$ 58,450.00	Prime	Frank Libera	(618) 566-2000			TBD		02/25/11
APAC Tennessee, Inc., Ballenger Paving Division, P.O. Box 127	Airfield Pavement Rehab Project Phase 1: Apron and Adjoining Taxiways at Anderson Regional Airport, Anderson, SC	(864) 292-9550	\$ 57,525.00	Sub	Michael Craig	(864) 630-5484					07/23/10
Jones Brothers Enterprise, Inc., PO Box 1053, St. Rose, LA 70087	Paint & Rubber removal to Airfield Flying Operations, Altus AFB OK	(504) 486-7835	\$ 57,505.16	Sub	Ed Dickson	(903) 477-1265			Blake Dickson	(903) 477-1207	11/30/12
Ramsey Constructors, Inc., 5711 Gateway Park, Lakeville, NY 14480	Construct Taxiway P from Taxiway F to the Runway 28 Threshold, Greater Rochester International Airport, Rochester, NY	(585) 346-0720	\$ 57,002.00	Prime	Steve Bourgoine	(585) 739-2679			Jim Kunn	(585) 734-3355	07/30/12
ToTest, Inc., 1480 Ford Street, Maumee, OH 43537-1731	Contract No. FA3309-08-D-0001: Repair runway and install shoulders at the Spafford Aux Field, Spafford, TX	(419) 794-3584	\$ 56,657.60	Prime	Charlie Powell				Jay McCardell		01/31/13
Difore Construction, Inc., 150 Pool Street, Rochester, NY 14606	Reconstruct Taxiway A at RW 4 Threshold at the Rochester Int'l Airport, Rochester, NY	(585) 235-2310	\$ 56,479.75	Prime	Jamie Wright	(585) 370-7419			Mark Preston		04/19/10
Reliable Construction Co., Inc, 1 Church View Road, Millersville, OH 21108	Runway 15L-33R and Taxiways J,K,L,M,Q and S Pavement Rehab and Comprehensive Paving 2013, Task 11, BWI, Baltimore, MD	(410) 987-0313	\$ 56,000.00	Sub	Mike	(410) 490-2410					08/07/13
San Francisco Int'l Airport, Facilities Operations & Maint., P.O. Box 8097	Rubber Removal at the San Francisco Int'l Airport	(650) 821-7735	\$ 56,000.00	Prime	Stan Palatnikov	(650) 821-7735			Adlai "AJ" Jew,	(650) 821-7744	01/25/10
Hardin Const. Co., LLC, One N. Dale Mabry Hwy Ste 820, Tampa, FL 33609	Cargo Service Road, tunnel and related work at the Tampa International Airport, Tampa, FL	(813) 354-0995	\$ 55,845.35	Sub							10/05/09

Major Projects Past 5-Years

Project Owner/GC	Classification of Work Performed	Owner/GC Phone	Contract Amount	Sub or Prime	Project Manager	Phone	Project Engineer	Phone	Site Supervisor	Phone	Contract Date
Structural Associates, Inc., 5903 Fisher Road, East Syracuse, NY 13057	Rehabilitation of Runway 33 at Wheeler Sack Army Field, Fort Drum New York	(315) 463-0001	\$ 55,519.75	Prime	Bob Leeson	(315) 779-8878			Steve Gray		09/03/13
Norfolk Airport Authority, Norfolk International Airport, 2200 Norview Ave Norfolk, VA	PO 45752, Runway Rubber Removal and Painting at Norfolk International Airport, Norfolk, VA	(757) 857-3351	\$ 55,311.60	Prime	Anthony Rondeau, Dir of Facili	(757) 857-3351					09/24/12
George & Lynch, Inc., 150 Lafferty Lane, Dover, DE 19901	Sussex County Airport Runway Extension - Package 2, Sussex County Project 12-07	(302) 736-3031	\$ 55,000.00	Sub	Derek Jones						11/27/13
Summers Concrete Contracting, 5538 Coppage Road, Hahira, GA 31632	Repaint Markings on Runway 15/33 and Taxiway Lead-In Lines at Charleston AFB, SC	(229) 794-1023	\$ 53,750.00	Sub	Wayne Moore	(229) 740-1417					12/14/10
Brevard County Purchasing, 2725 Judge Fran Jamieson Way, Suite C303	B-3-10-65/Runway Paint Improvements at Valkaria Airport, Valkaria, FL	(321) 617-7390	\$ 53,682.56	Prime	Steve Borowski - Airport Mgr	(321) 952-4590					05/06/10
Superior Paving & Materials, I, 5945 Whipple Ave NW, North Canton, OH 44720	Rehabilitate Runway 9-27 at Medina Municipal Airport, Medina, OH	(330) 499-5849	\$ 53,088.00	Sub	Curt Walker	(330) 499-5849					09/11/12
The Great Lakes Const. Co., 2608 Great Lakes Way, Hinckley, OH 44233-9590	Pavement Markings & Pavement Removal by Waterblasting at the South Cargo Ramp and Taxi way at the Cleveland Hopkins Intl Airport, Cleveland OH	(330) 220-3900	\$ 52,760.00	Prime							07/31/13
A & K Earth Movers, Inc., P.O. Box 1059, 515 Windmill Drive	Contract No. N44255-02-D-9000, Airfield Markings for NAS Fallon, NV	(775) 423-6085	\$ 52,100.00	Sub	Denik Colchett	(775) 423-6085			Richard Silva		02/04/10
Alabama DOT-Aeronautics Bureau, 1409 Coliseum Blvd, Montgomery, AL 36110	Remark Airfield Pavements at St. Elmo Airport, St. Elmo, AL		\$ 51,076.00	Prime							06/30/10
City of Tallahassee, Accounts Payable, City Hall, 300 S. Adams St., 3rd Floor	Specialty Airfield Pavt Marking and Rubber Removal at Tallahassee Regional Airport, Tallahassee, FL	(850) 891-8427	\$ 50,800.00	Prime	David Pollard	(850) 891-7818					06/01/11
City of Tallahassee, Accounts Payable, City Hall, 300 S. Adams St., 3rd Floor	Specialty Airfield Pavt Marking and Rubber Removal at Tallahassee Regional Airport, Tallahassee, FL	(850) 891-8427	\$ 50,800.00	Prime	David Pollard	(850) 891-7818					06/01/12
Rifenburg Construction, Inc., 159 Brick Church Road, Troy, NY 12180	Construct 1000' Extension to RW 28 with Parallel Taxiway at Watertown International Airport, Dexter, NY	(518) 279-3265	\$ 50,150.00	Sub	Russell Huta	(518) 279-3265			Martin Smith	(518) 337-6564	03/03/10

SECTION 00430 – LIST OF CONTRACTORS (continued)

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DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: FYV AIRFIELD PAVEMENT MARKING REHABILITATION

Contract No.: _____

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20_____

by and between The City of Fayetteville, Arkansas and Hi-Lite Airfield Services, LLC.

(hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Installation of approximately 101,000 square feet of reflective pavement markings, approximately 2,650 square feet of non-reflective pavement markings, approximately 15,500 linear feet of crack repair, and approximately 1,000 square feet of pavement marking removal at the Fayetteville – Drake Field Airport.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by GARVER who is here in after called Engineer. GARVER assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. Schedule I:

The Work will be Substantially Completed within **2** calendar days (includes two (2) daytime runway closures) after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the date when the Contract Times commence to run.

B. Schedule II:

The Work will be Substantially Completed within **10** calendar days (includes three (3) **nighttime** runway closures) after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **30** calendar days after the date when the Contract Times commence to run.

C. At the Airport's discretion, contract time may be suspended to accommodate high volumes of aircraft traffic expected at the airport.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. In addition, the Contractor shall pay The City of Fayetteville an **additional** Five Hundred Dollard (\$500.00) for each additional runway closure beyond those specified in Paragraph 3.02. After

DOCUMENT 00500 – AGREEMENT (continued)

Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid for ~~Schedule I~~ / Schedule II (Strike one) in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage).
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
 - 2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

DOCUMENT 00500 – AGREEMENT (continued)

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:
FYV Airfield Pavement Marking Rehabilitation.
8. Addenda numbers one (1) to _____(____), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

DOCUMENT 00500 – AGREEMENT (continued)

8.05 FREEDOM OF INFORMATION ACT:

- A. 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.

8.06 MATERIALMEN'S LIENS

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the Contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The Contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

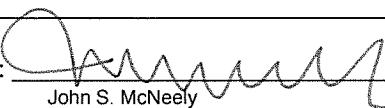
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DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20____, which is the Effective
Date of the Agreement.

CONTRACTOR Hi-Lite Airfield Services, LLC

CITY OF FAYETTEVILLE _____

By: 
John S. McNeely
President

By: _____

Title: _____

Title: _____



(SEAL)

Address for giving notices:

18249 Hi-Lite Drive, P.O. Box 460

Adams Center, NY 13606

Address for giving notices:

License No. 0125020416

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 00500 – AGREEMENT (continued)

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DOCUMENT 00550 – NOTICE TO PROCEED

TO: _____ (Contractor)

Contract Name/Title: **FYV Airfield Pavement Marking Rehabilitation**

Contract No: _____

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____, 20_____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of Substantial Completion and final completion ready for final payment are _____, 20_____ and _____, 20_____, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insured(s) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents. Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.

SECTION 00550 - NOTICE TO PROCEED: CONTINUED

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20_____.

OWNER

City of Fayetteville

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

By _____

Title _____

Date _____, 20_____

Copy to Engineer

(Use Certified Mail,

Return Receipt Requested)

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of _____ Dollars
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered
into a contract with Owner for **FYV AIRFIELD PAVEMENT MARKING REHABILITATION**
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

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DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for **FYV AIRFIELD PAVEMENT MARKING REHABILITATION** which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

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DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00611

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

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This document is based upon Engineers Joint Contract Documents Committee “Standard General Conditions of the Construction Contract,” with modifications.

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 CONTRACT DOCUMENTS:

- A. The Contract Documents establish the rights and obligations of the parties and shall consist of the documents listed in DOCUMENT 00500, AGREEMENT.
- B. Reports and drawings of subsurface and physical conditions and approved Submittals by Contractor are not Contract Documents.
- C. Only printed or hard copies of items listed in subparagraph 1.01A are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner to Contractor are not Contract Documents.

1.02 DEFINITIONS:

- A. Wherever used in these General Conditions or elsewhere in the Contract Documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:
 - 1. “Addenda” - written or graphic changes or interpretations of the Contract Documents issued by Owner prior to the opening of Bids.
 - 2. “Agreement” - the written agreement between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 - 3. “Application for Payment” - the form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress and final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 4. “Asbestos” - any material that contains more than 1% asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 5. “Bid” - the formal offer of the Bidder submitted on the prescribed Bid Form together with the required Bid security and all information submitted with the Bid that pertains to performance of the Work.
 - 6. “Bidder” - any person, firm, or corporation submitting a Bid for the Work or their duly authorized representatives.
 - 7. “Change Order” - a written document signed by Owner and Engineer authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued on or after execution of the Agreement.
 - 8. “Contract Drawings” - drawings and other data designated as Contract Drawings prepared by Engineer for this Contract which show the character and scope of the Work to be performed and are referred to in the Contract Documents.
 - 9. “Contract Price” - the total monies payable to Contractor under the Contract Documents as stated in the Agreement.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

10. “Contract Times” - the number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer’s written recommendations of final payment.
11. “Contractor” - the person, firm or corporation with whom Owner has entered into the Agreement.
12. “Date of Contract”, “Effective Date of the Agreement” - the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
13. “Engineer” or “Engineer-Architect” - Architect, engineer, or other licensed professional who is either employed or has contracted with Owner to serve in a design capacity and whose consultants, members, partners, employees, or agents have prepared and sealed the Drawings and Specifications.
14. “Engineer’s Consultant” - an individual or entity having a contract with Engineer to furnish services as Engineer’s independent professional associate or consultant with respect to the Project.
15. “Equipment” - a product with operational or nonoperational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
16. “Field Order” - a written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 9.05 but which does not involve a change in the Contract Price or the Contract Times.
17. “General Requirements” - Sections of DIVISION 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.
18. “Hazardous Waste” - the term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
19. “Law” - law of the place of the Project which shall govern the performance hereunder.
20. “Laws and Regulations,” “Laws or Regulations” - laws, rules, regulations, ordinances, codes and/or orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
21. “Lien” - charges, security interests, or encumbrances on Project funds, real property, or personal property.
22. “Materials” - products substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed to form a part of the Work.
23. “Notice of Award” - the written notice by Owner to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
24. “Notice to Proceed” - the written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor’s obligation under the Contract Documents.
25. “Owner” - the City of Fayetteville, Arkansas, a constitutionally chartered municipal corporation, with which the Contractor has entered into the Agreement and for whom the Work is to be provided.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

26. “Partial Utilization” - placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion of all the Work.
27. “PCBs” - Polychlorinated biphenyls.
28. “Petroleum” - petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
29. “Program Manager” – NOT USED.
30. “Project” - the total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
31. “Project Manual” - The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
32. “Radioactive Material” - source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
33. “Resident Project Representative” - the authorized representative of Engineer who is assigned to the construction Site or any part thereof.
34. “Reference Drawings” - drawings not specifically prepared for, nor a part of, this Contract, but which contain information pertinent to the Work.
35. “Samples” - physical examples of Equipment, Materials, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
36. “Shop Drawings” - all drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
37. “Site” - lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
38. “Specifications” - those portions of the Contract Documents consisting of written technical descriptions of the Work, and covering the Equipment, Materials, workmanship, and certain administrative details applicable thereto.
39. “Subcontractor” - an individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
40. “Submittals” - all Shop Drawings, product data, and Samples which are prepared by Contractor, a Subcontractor, manufacturer, or Supplier, and submitted by Contractor to Engineer as a basis for approval of the use of Equipment and Materials proposed for incorporation in the Work or needed to describe proper installation, operation and maintenance, or technical properties.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- 41. “Substantial Completion” - the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by his definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be used for the purposes for which it was intended.
- 42. “Supplementary Conditions” – part of the Contract Documents which amends and/or supplements these General Conditions.
- 43. “Supplier” - a manufacturer, fabricator, supplier, distributor, material man, or vendor.
- 44. “Underground Facilities” - all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
- 45. “Unit Price Work” - Work to be paid on the basis of Unit Prices.
- 46. “Work” - the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, the furnishing of Bonds and insurance, furnishing labor, and furnishing and incorporating Materials and Equipment into the construction, all as required by the Contract Documents.
- 47. “Work Change Directive” - a written directive to Contractor, issued on or after the effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in Article 4 or to emergencies under Paragraph 6.13. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in Paragraph 10.01B.
- 48. “Written Amendment” - a written amendment to the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement, and normally dealing with the nonengineering or nontechnical rather than strictly Work-related aspects of the Contract Documents.
- 49. “Year 2000 Compliance” or “Year 2000 Compliant” – means that equipment, devices, items, systems, software, hardware, and firmware included in the Work or used to produce the Work shall properly, appropriately, and consistently function and accurately process date and time data (including without limitation: calculating, comparing, and sequencing) on and after December 31, 1999, including leap year calculations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

1.03 **TERMINOLOGY:**

- A. Whenever used in these General Conditions or elsewhere in the Contract Documents, the following terminology shall have the intent and meaning specified below:
1. The words “as indicated” refer to the Drawings and “as specified” refer to the remaining Contract Documents.
 2. The terms “responsible” or “responsibility” mean that the party to which the term applies shall assume all responsibilities thereto.
 3. The term “approve”, when used in response to Submittals, requests, applications, inquiries, reports and claims by Contractor, will be held to limitations of Engineer’s responsibilities and duties or specified in these General Conditions. In no case will “approval” by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of Contract Documents.
 4. When applied to Equipment and Materials, the words “furnish”, “install”, and “provide” shall mean the following:
 - a. The word “provide” shall mean to furnish, pay for, deliver, assemble, install, adjust, clean and otherwise make Materials and Equipment fit for their intended use.
 - b. The word “furnish” shall mean to secure, pay for, deliver to Site, unload and uncrate Equipment and Materials.
 - c. The word “install” shall mean to assemble, place in position, incorporate in the Work, adjust, clean, and make fit for use.
 - d. The phrase “furnish and install” shall be equivalent to the word “provide.”
 5. The word “day” shall constitute a calendar day of twenty-four hours measured from midnight to the next midnight.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 **DELIVERY OF BONDS:**

- A. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with Paragraph 5.01.

2.02 **COPIES OF DOCUMENTS:**

- A. Owner will furnish to Contractor copies of the Contract Documents as stated in the General Requirements.

2.03 **COMMENCEMENT OF CONTRACT TIMES; NOTICE TO PROCEED:**

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the 105th day after the day of Bid opening or the 30th day after the Effective Date of the Agreement, whichever date is earlier.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2.04 **STARTING THE PROJECT:**

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 **BEFORE STARTING CONSTRUCTION:**

- A. Before starting construction and undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents, unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- B. Within twenty days after the Effective Date of the Agreement, not before Contractor starts the Work at the Site, Contractor shall submit items as noted in Document 00550 – Notice to Proceed (and as specified) to Engineer for review.
- C. Further, before any Work at the Site is started, Contractor shall deliver to Owner, with a copy to Engineer, certificates and other evidence of insurance requested by Owner which Contractor is required to purchase and maintain in accordance with Paragraph 5.02 (and Owner shall deliver to Contractor certificates and other evidence of insurance requested by Contractor which Owner is required to purchase and maintain in accordance with Paragraph 5.02).

2.06 **PRECONSTRUCTION CONFERENCE:**

- A. Within 20 days after the Effective Date of the Agreement, but before Contractor starts the Work at the Site, a conference attended by Contractor, Engineer, and others as appropriate will be held to discuss the schedules referred to in Paragraph 2.05B, to discuss procedures for handling Submittals, processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.07 **FINALIZING SCHEDULES:**

- A. A schedule shall be finalized in accordance with the Specifications. The finalized construction progress schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, but such acceptance will neither impose on Engineer responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefor. The finalized schedule of Submittal submissions will be acceptable to Engineer if it provides a workable arrangement for processing the submissions.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 **INTENT:**

- A. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary; what

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the Law of the place of the Project.

- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, Materials, or Equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for, at no additional cost to the Owner.
 - 1. When words which have a well-known technical or trade meaning are used to describe Work, Materials, or Equipment, such words shall be interpreted in accordance with that meaning.
 - 2. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.
 - 3. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Paragraph 9.04.
- C. If, during the performance of the Work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from Engineer, however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or should reasonably have known thereof.
- D. Applicable codes and standards referenced in these Contract Documents establish minimum requirements for Equipment, Materials, and Work and are superseded by more stringent requirements of Contract Documents when and where they occur.
- E. The Specifications are separated into Divisions and Sections for convenience in defining the Work. Contract Drawings are separated according to engineering disciplines and other classifications. This sectionalizing and the arrangement of Contract Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

3.02 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 1. A formal Written Amendment.
 - 2. A Change Order (pursuant to Paragraph 10.01D).
- B. As indicated in Paragraphs 11.01B and 12.01A, Contract Price and Contract Times may only be changed by a Change Order or Written Amendment.
- C. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in the following way:
 - 1. A Field Order (pursuant to Paragraph 9.05).
 - 2. Engineer's written interpretation or clarification (pursuant to Paragraph 9.04).

3.03 OWNERSHIP AND REUSE OF DOCUMENTS:

- A. All Contract Documents and copies thereof furnished by Engineer shall be the property of the Owner.
- B. Neither Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer; and they shall not reuse any of the documents on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.01 AVAILABILITY OF LANDS:

- A. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents.
- B. If Contractor believes that any delay in Owner's furnishing these lands, rights-of-way, or easements entitles Contractor to an extension of the Contract Times, Contractor may make a claim therefor as provided in Article 12.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- D. Contractor shall confine his operations to the construction limits indicated.

4.02 UNFORESEEN SUBSURFACE CONDITIONS:

- A. Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions encountered at the Site which differ materially from those

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

specified or indicated, or which could be reasonably interpreted from examination of the Site and available subsurface information at the time of bidding.

- B. Engineer will promptly investigate those conditions and advise Owner if further surveys or subsurface tests are necessary. Promptly thereafter, Engineer will obtain the necessary additional surveys and tests and furnish copies of results to Contractor and Owner.
- C. If Engineer and Owner find that the subsurface or latent physical conditions encountered at the Site differ materially from those specified or indicated, or which could have been reasonably interpreted from examination of the Site and available subsurface information at the time of bidding, then a Change Order will be issued by the Owner incorporating the necessary revisions.

4.03 **PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided:
 - 1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 2. Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in Paragraph 6.12 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.
- B. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by Paragraph 6.13), identify the owner of such Underground Facility and give written notice thereof to that owner and Engineer. Engineer will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in Paragraph 6.12. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4.04 REFERENCE POINTS:

- A. Engineer will provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points, and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall report to Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel. Contractor shall be responsible for any mistakes or loss of time that may result from their loss or disturbance.
- B. Contractor shall make such surveys as are required for establishing pay limits and determining quantities for progress pay estimates. He shall furnish Engineer with one copy each of all field notes of such surveys.

4.05 ASBESTOS, PCBS, PETROLEUM, HAZARDOUS WASTE, OR RADIOACTIVE MATERIAL:

- A. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the Site. Owner shall not be responsible for any such materials brought to the Site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.
- B. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by Paragraph 6.13), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.
- C. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

therefor as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- D. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.05D shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- E. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, other consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or relating to such hazardous condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this subparagraph 4.05E shall obligate Contractor to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.
- F. The provisions of Paragraphs 4.02 and 4.03 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 PERFORMANCE AND OTHER BONDS:

- A. Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until two years after the date when final payment is approved by Owner, except as otherwise provided by Law or Regulation or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds shall be signed by an Arkansas Agent.
- B. The Bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the Contract in the event of Change Orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Times.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- C. Bonds signed by an agent must be accompanied by a certified copy of the authority to act.
- D. Date of Bonds shall be the same as the Effective Date of the Agreement.
- E. If at any time during the continuance of the Contract, the surety on any Bond becomes unacceptable to Owner for financial reasons, Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten days after notice to do so.
 - 1. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01A, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner.

5.02 **INSURANCE:**

- A. Contractor's Liability Insurance:
 - 1. Contractor and all of his subcontractors shall purchase and maintain such liability and other insurance as is appropriate for the Work being furnished and performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's furnishing and performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - a. Claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than Contractor's employees;
 - d. Claims for damages insured by reasonably available personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (ii) by any other person for any other reason;
 - e. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use therefrom;
 - f. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
 - g. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

2. The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater.
 - a. Umbrella General Liability \$5,000,000
 - b. Workers' compensation Statutory (State and Federal Limits)
Employer's Liability \$500,000 each accident
 - c. Commercial General Liability
 - (1) General Aggregate \$2,000,000
 - (2) Products-Completed Operations Aggregate \$2,000,000
 - (3) Personal & Advertising Injury Limit \$1,000,000
 - (4) Each Occurrence Limit \$1,000,000
 - (5) Fire Damage Limit \$ 100,000
 - (6) Medical Expense Limit \$ 5,000
 - d. Business Automobile Liability
 - (1) Any one loss or accident \$1,000,000

- B. The policies of insurance so required by paragraph 5.02A to be purchased and maintained shall:
 1. with respect to insurance required by Paragraphs 5.02A.1.c through 5.02A.1.g inclusive, include as additional insureds by endorsement (subject to customary exclusion in respect of professional liability) Owner, Engineer, and Engineer's Consultants, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability specified in Paragraph 5.02A.2 or required by Laws and Regulations, whichever is greater;
 3. with respect to insurance required by paragraphs 5.02A1.c through 5.02A1.g inclusive, include premises/operations, products, completed operations, independent contractors, and personal injury insurance,;
 4. include in the Commercial General Liability policy, contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.06, 6.10, and 6.16, and written for not less than the limits of liability and coverages specified above;
 5. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least 30 days' prior written notice by certified mail has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued;
 6. provide Broad Form Property Damage coverage and contain no exclusion (commonly referred to as XC&U exclusion) relative to blasting, earthquake, flood, explosion, collapse of buildings, or damage to underground property;
 7. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07;
 8. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- final payment and Contractor shall furnish Owner and each other specified additional insured to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter;
9. include Independent Contractors Protective Liability coverage; and
 10. with respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5, 000.
 11. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02A and any other liability insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer's Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer's Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued. With respect to the Commercial General Liability policy, the maximum deductible allowed shall be \$5, 000.

C. Owner's Protective Liability Insurance:

1. Contractor shall be responsible for purchasing and maintaining Owner's Protective Liability insurance with Owner, and Engineer as named insureds.
2. This insurance shall have the same limits of liability as the Commercial General Liability insurance and shall protect Owner and Engineer against any and all claims and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, negligent acts or omissions of Contractor or Subcontractors or any agent, servant, worker, or employee of Contractor or Subcontractors arising from the operations under the Contract Documents.
3. This insurance may be provided by endorsement to Contractor's Commercial General Liability insurance policy.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

D. Property Insurance:

1. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full insurable value thereof (subject to such deductible amounts as follows) or as required by Laws or Regulations. This insurance shall:
 - a. be on the completed value form and include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants, and the officers, directors, partners, employees, agent, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an additional insured;
 - b. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and Equipment and Materials, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, terrorism, and such other perils (as flood, earthquake, explosions, collapse, underground hazard) or causes of loss as may be specifically required in the Contract Documents;
 - c. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals);
 - d. cover Equipment and Materials stored at the Site or at another location that was agreed to in writing by Engineer prior to being incorporated in the Work, provided that such Equipment and Materials have been included in an Application for Payment recommended by Engineer;
 - e. allow for partial utilization of the Work by Owner;
 - f. include testing and startup;
 - g. be maintained in effect until final payment (or the Owner assumes beneficial occupancy and agrees to provide insurance coverage for the facilities so occupied) is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days' written notice to each other additional insured to whom a certificate of insurance has been issued; and
 - h. have a deductible amount of \$ 10,000.
2. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as required by Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, Engineer, and Engineer's Consultants in the Work, each of whom is deemed to have an insurable interest and shall be listed as insured or additional insured parties.
3. All policies of insurance required to be purchased and maintained in accordance with Paragraph 5.02D will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least 30 days' prior notice by certified mail has been given to Owner and Contractor and to each additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.02F below.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4. Copies of the policies shall be furnished for property insurance. Certificates will not be acceptable.
- E. Transit Insurance:
 1. Transit insurance shall be furnished by Contractor to protect Contractor and Owner from all risks of physical loss or damage to Equipment and Materials, not otherwise covered under other policies, during transit from point of origin to the Site of installation or erection.
 2. This insurance shall be written on an “All Risk” basis with additional coverages applicable to the circumstances that may occur in the particular Work included in this Contract.
 3. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time.
 4. This insurance shall contain a waiver of rights of subrogation the insurer may have or acquire against Engineer.
- F. Waiver of Rights:
 1. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.02D will protect Owner, Contractor, Subcontractors, Engineer, Engineer’s Consultants, and other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder; and if the insurers require separate waiver forms to be signed by Engineer or Engineer’s Consultants, Owner will obtain the same, and if such waiver forms are required of any Subcontractor, Contractor shall obtain the same.
 2. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies required by Paragraph 5.02D and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, Engineer, Engineer’s Consultants, and all other individuals or entities endorsed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. As required by Paragraph 6.05D, each subcontract between Contractor and a Subcontractor shall contain similar waiver provisions by the Subcontractor in favor of Owner, Contractor, Engineer, Engineer’s Consultants, and all other parties endorsed as insureds or additional insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- G. Receipt and Application of Insurance Proceeds:
1. Any insured loss under the policies of insurance required by Paragraph 5.02D will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.02G.2. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied to account thereof, and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.
 2. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection is made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties upon the occurrence of an insured loss.
- H. Acceptance of Insurance:
1. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with Paragraph 5.02 on the basis of non-conformance with the Contract Documents, Owner shall so notify Contractor in writing thereof within 10 days of the date of delivery of such certificates and other evidence of insurance to Owner required by Paragraph 2.05C.
 2. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.
- I. Partial Utilization, Acknowledgment of Property Insurer:
1. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.06, no such use or occupancy shall commence before the insurers providing property insurance pursuant to Paragraph 5.02D have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 SUPERVISION AND SUPERINTENDENCE:

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work, but Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence, or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- C. When manufacturer's field services in connection with the erection, installation, start-up, or testing of Equipment furnished under this Contract, or instruction of Owner's personnel thereon are specified, Contractor shall keep on the Work, during its progress or as specified, competent manufacturer's field representatives and any necessary assistants.

6.02 LABOR, EQUIPMENT, AND MATERIALS:

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without Engineer's written consent.
- B. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all Equipment and Materials, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the Work.
- C. All Equipment and Materials shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Engineer, Contractor shall furnish to Engineer satisfactory evidence (including reports of required tests) as to the kind and quality of Equipment and Materials. All Equipment and Materials shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

be effective to assign to Engineer, or any of Engineer's consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.10C and 9.10D.

- D. All Equipment and Materials incorporated in the Work shall be designed to meet the applicable safety standards of federal, state, and local Laws and Regulations.
- E. Domestic Product Procurement: Not Applicable.

6.03 **ADJUSTING PROGRESS SCHEDULE:**

- A. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.04 **SUBSTITUTES OR "OR-EQUAL" ITEMS:**

- A. Whenever an item of Equipment or Material is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitute is permitted, other items of Equipment or Material of other Suppliers may be submitted by Contractor to Engineer for review under the circumstances described below.
 - 1. "Or-Equal" Items: If in Engineer's sole discretion an item of Equipment or Material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For purposes of this Paragraph 6.04A.1, a proposed item of Equipment or Material will be considered functionally equal to an item so named if:
 - a. In the exercise of reasonable judgment Engineer determines that: (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; (ii) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole, and;
 - b. Contractor certifies that: (i) there is no increase in cost to Owner; and (ii) it will conform substantially, even with deviations, to the detailed requirements of the item named in the Contract Documents.
 - 2. Substitute Items:
 - a. If in Engineer's sole discretion an item of Equipment or Material proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.04A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of Equipment or Material proposed is essentially equivalent to that named and an acceptable

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

substitute therefor. Requests for review of proposed substitute items of Equipment or Materials will not be accepted by Engineer from anyone other than Contractor.

- c. The procedure for review by Engineer will be as set forth in Paragraph 6.04A.2.d, as may be supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall first make written application to Engineer for review of a proposed substitute item of Equipment or Material that Contractor seeks to furnish or use. The application shall certify that the proposed substitute item will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified, and be suited to the same use as that specified. The application will state the extent, if any, to which the use of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time; whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute item; and whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute item from that specified will be identified in the application, and available engineering, sales, maintenance, repair, and replacement services will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change, all of which will be considered by Engineer in evaluating the proposed substitute item. Engineer may require Contractor to furnish additional data about the proposed substitute item.
- B. If a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or use a substitute means, method, sequence, technique, or procedure of construction acceptable to Engineer, if Contractor submits sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by Engineer will be similar to that provided in Paragraph 6.04A.2 as applied by Engineer and as may be supplemented in the General Requirements.
- C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute or "or-equal" item. Engineer will be the sole judge of acceptability, and no substitute or "or-equal" will be ordered, installed, or used until Engineer's review is complete, which will be evidenced by either (i) a Change Order for a substitute, or (ii) an approved Submittal for an "or-equal." Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- D. Engineer will record time required by Engineer and, Engineer's Consultants, in evaluating substitute proposed or submitted by Contractor pursuant to Paragraphs 6.04A.2 and 6.04B and in making changes in the Contract Documents or in the provisions of any other direct contract with Owner for work on the Project occasioned thereby. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of, Engineer, and Engineer's Consultants for evaluating each such proposed substitute.
- 6.05 **CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS:**
- A. Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated in Paragraph 6.05B), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Contract Documents require the identity of certain Subcontractors, Suppliers, or other persons or organizations (including those who are to furnish the principal items of Equipment and Materials) to be submitted to Owner within the required time after Bid opening prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution, and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Owner, or Engineer and any such Subcontractor, Supplier, or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other person or organization except as may otherwise be required by Laws and Regulations.
- D. All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by Paragraph 5.02F. Contractor shall pay each Subcontractor a just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to Paragraph 5.02D.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

6.06 **PATENT FEES AND ROYALTIES:**

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. Contractor shall indemnify and hold harmless Owner and Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.07 **PERMITS:**

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees. Any fees for permits acquired by the City will be waived; however, the actual permit process itself is not waived

6.08 **LAWS AND REGULATIONS:**

- A. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, Contractor shall give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.02. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

6.09 TAXES:

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid or withheld by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.10 USE OF PREMISES:

- A. Contractor shall confine construction equipment, the storage of Equipment and Materials, and the operations of workers to the Project Site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits, and easements, and shall not unreasonably encumber the premises with construction equipment or other equipment and materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Owner or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at Law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner and Engineer harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against Owner or Engineer to the extent based on a claim arising out of Contractor's performance of the Work.
- B. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for occupancy by Owner. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.
- C. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.11 RECORD DOCUMENTS:

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Test Records, Field Orders, and written interpretations and clarifications (issued pursuant to Paragraph 9.04) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Submittals shall be available to Engineer for reference. Upon completion of the Work, these record documents and Submittals shall be delivered to Engineer for Owner.
- B. Receipt and acceptance of record documents will be a prerequisite for final payment on the Contract.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

6.12 SAFETY AND PROTECTION:

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All employees on the Work and other persons and organizations who may be affected thereby;
 - 2. All the Work and Materials and Equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in Paragraph 6.12A.2 or 6.12A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor). Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.09A that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- C. Contractor shall designate a responsible representative at the Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner and Engineer.

6.13 EMERGENCIES:

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from Engineer or Owner, is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order will be issued to document the consequences of the changes or variations.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

6.14 **SUBMITTALS:**

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Engineer for review and acceptance by Engineer, in accordance with the accepted schedule of submissions, copies of Submittals which will bear the required information that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Engineer may require. The data shown on Submittals will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable Engineer to review the information as required.
- B. Before submission of each Submittal, Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar data with respect thereto and reviewed or coordinated each Submittal with other Submittals and with the requirements of the Work and the Contract Documents.
- C. At the time of each submission, Contractor shall give Engineer specific written notice of each variation that the Submittal may have from the requirements of the Contract Documents, and in addition, shall cause a specific notation to be made on each Submittal submitted to Engineer for review and approval of each such variation.
- D. Engineer will review Submittals with reasonable promptness, but Engineer's review and acceptance will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences, or procedures of construction (except where a specific means, method, technique, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Submittals and resubmit as required for review and acceptance. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
- E. Engineer's review and acceptance of Submittals shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents. Contractor shall in writing call Engineer's attention to each and every variation at the time of submission. Engineer will show approval of each such variation by a specific written notation thereof incorporated in or accompanying the Submittal. Acceptance by Engineer shall not relieve Contractor from responsibility for errors or omissions in the Submittals.
- F. Where a Submittal is required by the Specifications, any related Work performed prior to Engineer's review and acceptance of the pertinent submission will be the sole expense and responsibility of Contractor.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

6.15 CONTINUING THE WORK:

- A. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Engineer or Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.03 or as Contractor and Owner may otherwise agree in writing.

6.16 INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense:
 - 1. Is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and
 - 2. Is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.
- B. In any and all claims against Owner or Engineer or any of their consultants, agents, or employees by any employee of Contractor, any Subcontractor, any person, or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.16A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- C. The obligations of Contractor under Paragraph 6.16A shall not extend to the liability of Engineer, Engineer's Consultants, agents, or employees arising out of:
 - 1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications.
 - 2. The giving of or the failure to give communications by Engineer, their agents, or employees provided such giving or failure to give is the primary cause of injury or damage.
- D. If necessary for enforcement of any indemnification and hold harmless requirement herein, or if applicable law requires the Contractor to obtain specified limits of insurance to insure any indemnity obligation; then Contractor shall obtain such applicable coverage with minimum limits not less than any specified in Paragraph 5.02B herein, the cost to be recovered and included in the Contract Price, and any indemnity attributable to the negligence of any indemnified party shall be limited to such insurance.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 7 - OTHER WORK

7.01 RELATED WORK AT SITE:

- A. Owner may perform other work related to the Project at the Site by Owner's own forces, have other work performed by utility owners, or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to Contractor prior to starting any such other work; and, if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.
- B. Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs; Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected.
- C. If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor or utility owner or Owner, Contractor shall inspect and promptly report to Engineer in writing any delays, defects, or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

7.02 COORDINATION:

- A. If Owner contracts with others for the performance of other work on the Project at the Site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the General Requirements, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 COMMUNICATIONS:

- A. Owner shall issue all communications to Contractor through Engineer.

8.02 CHANGE OF ENGINEER :

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer against whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be addressed as discussed in Article 16.

8.03 REQUIRED DATA:

- A. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly after they are due as provided in Paragraphs 14.04A and 14.09A.

8.04 LANDS AND EASEMENTS:

- A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.04.

8.05 INSURANCE:

- A. Owner's responsibilities in respect of purchasing and maintaining insurance are set forth in Paragraph 5.02.

8.06 CHANGE ORDERS:

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.01.

8.07 INSPECTIONS AND TESTS:

- A. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.03B.

8.08 STOPPING THE WORK:

- A. In connection with Owner's right to stop Work or suspend Work, see Paragraphs 13.06 and 15.02. Paragraph 15.02A deals with Owner's right to terminate services of Contractor under certain circumstances.

8.09 LIMITATIONS ON OWNER'S RESPONSIBILITIES:

- A. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 OWNER'S REPRESENTATIVE:

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of Owner and Engineer.

9.02 VISITS TO SITE:

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-Site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-Site observations as an experienced and qualified design professional, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defects and deficiencies in the Work.

9.03 PROJECT REPRESENTATION:

- A. Engineer may furnish Resident Project Representative and assistants to assist Owner and Engineer in observing the performance of the Work.
 - 1. Communications pertaining to Submittals, written interpretations, and Change Orders shall be directed to Engineer at his home office.
 - 2. Communications pertaining to day-to-day operations at the Site shall be directed to Resident Project Representative.
 - 3. Resident Project Representative and his assistants will conduct observations of the Work in progress to assist Engineer in determining that the Work is proceeding in accordance with the Contract Documents.
 - 4. Resident Project Representative will not have authority to permit any deviation from the Contract Documents, except with concurrence of Owner and Engineer.

9.04 CLARIFICATIONS AND INTERPRETATIONS:

- A. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) as Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Times and the parties are unable to agree to the amount or extent thereof, Contractor may make a claim therefor as provided in Article 11 or Article 12.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

9.05 AUTHORIZED VARIATIONS IN WORK:

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner, and also on Contractor who shall perform the Work involved promptly.

9.06 REJECTING DEFECTIVE WORK:

- A. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.05B, whether or not the Work is fabricated, installed, or completed.
- B. Resident Project Representative will have authority, subject to final decision of Engineer, to disapprove or reject any defective workmanship, Equipment, or Material.

9.07 SUBMITTALS, CHANGE ORDERS, AND PAYMENTS:

- A. In connection with Engineer's responsibility for Submittals, see Paragraph 6.14.
- B. In connection with Engineer's responsibilities as to Change Orders, see Articles 10, 11, and 12.
- C. In connection with Engineer's responsibilities in respect of Applications for Payment, see Article 14.

9.08 DETERMINATIONS FOR UNIT PRICES:

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon to the Owner. Engineer will provide approval by recommendation of an Application for Payment to the Owner or return Application to Engineer for further review.
- B. Engineer's written decisions thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other party to the Agreement and to Engineer written notice of intention to appeal such a decision.

9.09 DECISIONS ON DISPUTES:

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this Paragraph, which Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute, and other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than 30 days) after the

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

occurrence of the event giving rise thereto, and written supporting data shall be delivered to Engineer and the other party within 60 days after such occurrence unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim. Owner may request written review by Engineer of claims, disputes, and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

- B. When functioning as interpreter and judge under Paragraphs 9.08 and 9.09A, Engineer will not show partiality to Owner or Contractor and Engineer will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.11) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute, or other matter.

9.10 **LIMITATIONS ON ENGINEER’S RESPONSIBILITIES:**

- A. Neither Engineer’s authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- B. Whenever in the Contract Documents the terms “as directed”, “as required”, “as allowed”, “as approved”, or terms of like effect or import are used, or the adjectives “reasonable”, “suitable”, “acceptable”, “proper”, or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review, or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraphs 9.10C or 9.10D.
- C. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with the Contract Documents.
- D. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- E. The presence or absence of Engineer, or any of their representatives will not act to relieve Contractor of any responsibility or of any guarantee of his performance. Neither will observation by Engineer or any of their representatives in any way be understood to relieve Contractor of any responsibility for proper supervision of the Work at all times.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- F. Review by Engineer of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.08A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- G. The limitations upon authority and responsibility set forth in this Paragraph 9.10 shall also apply to Engineer's Consultants, Resident Project Representative, and assistants.

ARTICLE 10 - CHANGES IN THE WORK

10.01 GENERAL:

- A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which shall be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or a shortening of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or 12.
- C. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in Paragraphs 3.02A and 3.02C, except in the case of an emergency as provided in Paragraph 6.13 and except in the case of uncovering Work as provided in Paragraph 13.05B.
- D. Owner and Contractor shall execute appropriate Change Orders (or Written Amendments) covering:
 - 1. Changes in the Work which are ordered by Owner pursuant to Paragraph 10.01A, are required because of acceptance of defective Work under Paragraph 13.09 or correcting defective Work under Paragraph 13.10, or are agreed to by the parties;
 - 2. Changes in the Contract Price or Contract Times which are agreed to by the parties; and
 - 3. Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 9.09A, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in Paragraph 6.15.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- E. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.01 GENERAL:

- A. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- B. The Contract Price may only be changed by a Change Order or a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than 30 days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within 60 days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with Paragraph 9.09A if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph 11.01B.
- C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
 - 1. Where the Work involved is covered by Unit Prices contained in the Contract Documents, by application of Unit Prices to the quantities of the items involved (subject to the provisions of Paragraphs 11.05A through 11.05C, inclusive).
 - 2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.03A.2.a).
 - 3. On the basis of the Cost of the Work (determined as provided in Paragraphs 11.02A and 11.02B) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraphs 11.03A and 11.03B).

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.02 COST OF THE WORK:

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.02B.
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the Site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all Equipment and Materials furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to the Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from Subcontractors acceptable to Contractor and shall deliver such bids to Owner who will then determine, with the advice of Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
 5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- c. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling, and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, or similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages not compensated by insurance or otherwise, to the Work or otherwise sustained by Contractor in connection with the performance and furnishing of the Work provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable; shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in Paragraph 11.03A.2.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.
 - i. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by Owner in accordance with Paragraph 5.02D.4.
- B. The term Cost of the Work shall not include any of the following:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.02A.1 or specifically covered by Paragraph 11.02A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work, and charges against Contractor for delinquent payments.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.02A.5.i above).
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11.02A.

11.03 CONTRACTOR'S FEE:

- A. The Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
 1. A mutually acceptable fixed fee; or if none can be agreed upon,
 2. A fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 11.02A.1 and 11.02A.2, the Contractor's Fee shall be 10% (negotiable with Owner);
 - b. For costs incurred under Paragraph 11.02A.3, the Contractor's Fee shall be 5%; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be 10%(negotiable with Owner);
 - c. Where one or more tiers of subcontracts are on the basis of the Cost of the Work Plus a Fee and no fixed fee is agreed upon, the intent of Paragraphs 11.03A and 11.02A.1 through A.3 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent (10%) of the costs incurred by such Subcontractor under Paragraphs 11.02A.1 and 11.02A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier Subcontractor.
 - d. No fee shall be payable on the basis of costs itemized under Paragraph 11.02A.4, 11.02A.5 and 11.02B;
 - e. The amount of credit to be allowed by Contractor to Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in Contractor's Fee by an amount equal to 10% of the net decrease; and
 - f. When both additions and credits are involved in any one change, the adjustment in Contractor's Fee shall be computed on the basis of the net change in accordance with Paragraphs 11.03A.2.a through 11.03A.2.d, inclusive.
- B. Whenever the cost of any Work is to be determined pursuant to Paragraph 11.02A or 11.02B, Contractor will submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

11.04 CASH ALLOWANCES:

- A. Not applicable.

11.05 UNIT PRICE WORK:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with Paragraph 9.08.
- B. Each Unit Price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- C. Where the quantity of any item of Unit Price Work performed by Contractor exceeds the estimated quantity of such item indicated in the Agreement by twenty-five percent or more and there is no corresponding adjustment with respect to any other item of Work and if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

11.06 RIGHT OF AUDIT:

- A. Owner shall have the right to inspect and audit all of Contractor's books, records, correspondence, instructions, drawings, receipts, payment records, vouchers, and memoranda relating to the Work, and Contractor shall preserve all such records and supporting documentation for a period of three years after date of Final Payment. Contractor hereby grants to Owner the authority to enter Contractor's premises for the purpose of inspection of such records and supporting documentation or, at Contractor's option, Contractor may make such records and supporting documentation available to Owner at a location satisfactory to Owner.
- B. All of the records and supporting documentation shall be open to inspection and subject to audit and reproduction by Owner or its authorized representative for any and all purposes, including but not limited to (i) compliance with the Contract Documents; (ii) proper pricing of Change Orders; and (iii) claims submitted by or against Contractor or any Subcontractor or Supplier in connection with any performance under the Contract Documents.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 12 - CHANGE OF CONTRACT TIMES

12.01 GENERAL:

- A. The Contract Times may only be changed by a Change Order or a Written Amendment. Contractor, in undertaking to complete the Work within the Contract Times, shall take into consideration and make allowances for all of the ordinary delays and hindrances incident to such Work, whether growing out of delays in securing equipment or materials or workmen or otherwise.
- B. Adjustments to the Contract Times will be made for delays in completion of the Work from causes beyond Contractor's control, including the following:
 - 1. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
 - 2. Unusual delay in fabrication or shipment of Equipment or Materials required in the Work, whether ordered by Contractor or furnished by Owner or others under separate contract.
 - 3. Strikes and other labor disputes.
 - 4. Delays caused by court proceedings.
 - 5. Change Orders.
 - 6. Neglect, delay, or default of any other contractor employed by Owner.
 - 7. Unusual construction delays resulting from weather conditions abnormal to the geographical area and to the season of the year such as above normal continuous days of precipitation, above normal amount of precipitation within a 24 hour period, or above normal days of extreme cold or hot temperature conditions affecting installation / application due to manufacturers or specifications limitations. These conditions will not be cause for extensions of time if abnormal weather conditions do not affect the stage of construction. All claims for extension of time due to abnormal weather conditions must be substantiated with evidence from a weather bureau or other authoritative source. Weather conditions normal to the geographical area and to the season of the year shall be taken into consideration in the Bid. Normal conditions shall be defined as the average number of days, amounts, or both over a 5-year period averaged per season.
 - 8. Conflicts, errors or discrepancies in the Contract Documents reported to Engineer as provided in these General Conditions.
 - 9. Any failure or delay by Contractor in supplying equipment, materials, work, or services that are Year 2000 compliant or failure or delay by Contractor's Subcontractors or Suppliers in providing equipment, materials, work, or services as a result of Subcontractors' or Suppliers' lack of Year 2000 compliance in their own operations, systems, or processes used to provide or deliver equipment, material, work, or services shall not be considered to be caused by events beyond Contractor's control. Such Year 2000 compliance problems shall not constitute a basis for delay in completion of the Work, adjustment to the Contract Times, or an excuse for Contract nonperformance.
- C. Owner shall award extensions of the Contract Times on account of such causes of delay, provided that adequate evidence is presented to enable Engineer to determine with exactness the extent and duration of delay for each item involved.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- D. No extension to the Contract Times will be granted for delays involving only portions of the Work, or which do not directly affect the time required for completion of the entire Work.
- E. Any claim for an extension to the Contract Times shall be delivered in writing to Owner and Engineer within ten days of the occurrence of the event giving rise to the claim. All claims for adjustment to the Contract Times will be determined by Engineer if Owner and Contractor cannot otherwise agree. Any change to the Contract Times resulting from any such claim will be incorporated in a Change Order or a Written Amendment.
- F. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

13.01 WARRANTY AND GUARANTEE:

- A. Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.
- B. No provision in the Contract Documents nor any specified guarantee time limit shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the Law.
- C. All Equipment and Materials furnished by Contractor for the Work shall carry a written guarantee from the manufacturer or Supplier of such items when called for in the Specifications. Written guarantees shall be submitted to Engineer with other Submittals. Engineer will transmit such guarantees to Owner for review.

13.02 ACCESS TO THE WORK:

- A. Engineer and Engineer's representatives, other representatives of Owner, testing agencies, and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide proper and safe conditions for such access.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

13.03 TESTS AND INSPECTIONS:

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03C and 13.03D below;
 - 2. that costs incurred in connections with tests or inspections conducted pursuant to Paragraph 13.05B shall be paid as provided in said Paragraph 13.05B; and
 - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, testing, or approval.
- D. Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a Supplier of Materials or Equipment proposed to be incorporated in the Work, or of Materials or Equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
- E. All inspections, tests, or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).
- F. If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.
- G. Neither observations by Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

13.04 DEFECTIVE WORK:

- A. The term "defective" is used in these documents to describe Work that is unsatisfactory, faulty, not in conformance with the requirements of the Contract Documents, or not meeting the requirements of any inspection, test, approval, or acceptance required by Law or the Contract Documents.
- B. Any defective Work may be disapproved or rejected by Engineer at any time before final acceptance even though it may have been overlooked and included in a previous Application for Payment.
- C. Prompt notice will be given by Engineer to Contractor of defects as they become evident.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

13.05 **UNCOVERING WORK:**

- A. If any Work is covered contrary to the written request of Engineer, it shall, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect, and consequential costs of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefor as provided in Articles 11 and 12.

13.06 **OWNER MAY STOP THE WORK:**

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party.

13.07 **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

- A. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the Site and replace it with nondefective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) made necessary thereby.

13.08 **TWO-YEAR WARRANTY AND CORRECTION PERIOD:**

- A. If within two years after the Date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by Contractor. In special circumstances where a particular item of Equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.09 **ACCEPTANCE OF DEFECTIVE WORK:**

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner and, prior to Engineer's recommendation of final payment, also Engineer prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect, and consequential costs attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys, and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.10 **OWNER MAY CORRECT DEFECTIVE WORK:**

- A. If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.07, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this Paragraph, Owner shall proceed expeditiously.
- B. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment, and machinery at the Site and incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are stored elsewhere.
- C. Contractor shall allow Owner, Owner's representatives, agents, and employees such access to the Site as may be necessary to enable Owner to exercise the rights and remedies under this Paragraph.
- D. All direct, indirect, and consequential costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefor as

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

provided in Article 11. Such direct, indirect, and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs, and all costs of repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- E. Contractor shall not be allowed an extension of the Contract Times because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 SCHEDULE OF VALUES:

- A. The schedule of values established will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 APPLICATION FOR PROGRESS PAYMENT:

- A. Not later than the 15th day of each month, or on the next business day thereafter, (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- C. If payment is requested on the basis of Equipment and Materials not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the Equipment and Materials free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the Equipment and Materials are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.
- D. The amount of retainage with respect to progress payments will be as stipulated in Paragraph 14.04G.

14.03 CONTRACTOR'S WARRANTY OF TITLE:

- A. Contractor warrants and guarantees that title to all Work, Materials, and Equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 REVIEW OF APPLICATION FOR PROGRESS PAYMENT:

- A. Engineer will, within seven days after receipt of each Application For Payment, either indicate in writing a recommendation of payment and present the Application

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

to Owner (subject to the provisions of the last sentence of Paragraph 14.04D), or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. After the required internal reviews and processing by the Owner, the Owner will diligently proceed to make payment to the Contractor, in accordance with the approved payment request, within 30 days. All efforts will be made to make payments within the 30 day period, but the Owner cannot guarantee the 30 days maximum time.

- B. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-Site observations of the Work in progress as experienced and qualified design professionals and on Engineer's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of Engineer's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.08, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Engineer will not thereby be deemed to have represented that exhaustive or continuous on-Site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents, or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.
- C. Engineer's recommendation of final payment will constitute an additional representation by Engineer to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.09 have been fulfilled.
- D. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make such representations to Owner. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - 1. The Work is defective, or completed Work has been damaged requiring correction or replacement.
 - 2. Written claims have been made against Owner or Liens have been filed in connection with the Work.
 - 3. The Contract Price has been reduced by Written Amendment or Change Order
 - 4. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.10,
 - 5. Of Engineer's 'actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02B.
 - 6. Of Contractor's unsatisfactory prosecution of the Work in accordance with the Contract Documents.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

7. Contractor's failure to make payment to Subcontractors, or for labor, Materials, or Equipment, or
 8. Engineer shall not certify payments requesting more than eighty (80) percent of the Contract amount until such time as all operation, maintenance, repair, and replacement manuals, and product data has been furnished by the Contractor to the Owner.
- E. Owner may refuse to make payment of the full amount recommended by Engineer because claims have been made against Owner on account of Contractor's performance of furnishing of the Work, or Liens have been filed in connection with the Work, or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action.
- F. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.
- G. Progress payments will be in the amount of 90% of the amount of the Work completed and 100% of Equipment and Materials suitably stored and documented as indicated on the Application for Payment less the sum of all previous payments. When the amount retained by Owner becomes equal to 5% of the Contract Price, the remaining progress payments will be made in full, provided Contractor's performance is satisfactory in the opinions of Engineer and Owner.

14.05 **SUBSTANTIAL COMPLETION:**

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Within a reasonable time thereafter, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which will fix the Date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
- C. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance, and warranties.
- E. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- F. Owner shall have the right to exclude Contractor from the Work after the Date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

14.06 **PARTIAL UTILIZATION:**

- A. Use by Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and useable part of the Work that can be used by Owner without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 2. Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such list to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work, which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of Paragraph 5.02I in respect of property insurance.

14.07 **FINAL INSPECTION:**

- A. Upon written notice from Contractor that the Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner, Engineer, and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

14.08 **FINAL APPLICATION FOR PAYMENT:**

- A. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents, and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.11), Contractor may make application for final payment following the procedure for progress payments.
- B. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, Material, and Equipment for which a Lien could be filed, and that all payrolls, Equipment and Material bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

14.09 **FINAL PAYMENT AND ACCEPTANCE:**

- A. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation -- all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within fourteen days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. Thereupon, Engineer will give written notice to Owner and Contractor that the Work

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

is acceptable (subject to the provisions of Paragraph 14.11). Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to Owner of the Application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.

- B. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. The written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- C. The Final Pay Estimate will include all sums remaining to be paid.

14.10 **CONTRACTOR'S CONTINUING OBLIGATION:**

- A. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Submittal, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraph 14.09, nor any correction of defective Work by Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents (except as provided in Paragraph 14.11).

14.11 **WAIVER OF CLAIMS:**

The making and acceptance of final payment will constitute:

- A. A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Paragraph 14.07, or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Owner of any rights in respect of Contractor's continuing obligations under the Contract Documents; and
- B. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER MAY SUSPEND WORK:

- A. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor, and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to any suspension if Contractor makes an approved claim therefor as provided in Articles 11 and 12.

15.02 OWNER MAY TERMINATE:

- A. Upon the occurrence of any one or more of the following events:
 - 1. If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state Law in effect at such time relating to the bankruptcy or insolvency;
 - 2. If a petition is filed against Contractor under any chapter of the bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state Law in effect at the time relating to bankruptcy or insolvency;
 - 3. If Contractor makes a general assignment for the benefit of creditors;
 - 4. If a trustee, receiver, custodian, or agent of Contractor is appointed under applicable Law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;
 - 5. If Contractor admits in writing an inability to pay its debts generally as they become due;
 - 6. If Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable Equipment or Materials or failure to adhere to the progress schedule established under Paragraph 2.07 as revised from time to time);
 - 7. If Contractor disregards Laws or Regulations of any public body having jurisdiction;
 - 8. If Contractor disregards the authority of Engineer; or
 - 9. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents;
- B. Owner may, after giving Contractor (and the surety, if there be one) ten days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the Site and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all Equipment and Materials stored at the Site or for which Owner has paid Contractor but which are

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect, and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs), such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner will be approved as to reasonableness by Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- C. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due to Contractor by Owner will not release Contractor from liability.
- D. Upon ten days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect, and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals, and court and arbitration costs).

15.03 **CONTRACTOR MAY STOP WORK OR TERMINATE:**

- A. If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within 30 days after it is submitted, or Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon ten days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon ten days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this Paragraph shall not relieve Contractor of the obligations under Paragraph 6.15 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

ARTICLE 16 - RESOLUTION OF DISPUTES

16.01 **RESOLUTION OF CLAIMS AND DISPUTES**

- A. Contractor's claims against Owner will be reviewed by Engineer, who shall take one or more of the following actions within ten (10) days after receipt of a claim:
 - 1. Request additional supporting data from the claimant;
 - 2. Submit a schedule to Contractor indicating reasonable time within which Engineer expects to take action;
 - 3. Reject the Claim in whole or in part, stating reasons for rejection;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

- B. Owner's claims against Contractor will be reviewed by Contractor who shall take one or more of the following actions within ten (10) days after receipt of the Claim:
 - 1. Request additional supporting data from Engineer;
 - 2. Submit a schedule to the Engineer indicating a reasonable time within which Contractor expects to take action;
 - 3. Deny the claim in whole or in part, stating reasons for denial;
 - 4. Recommend approval of the claim; or
 - 5. Suggest a compromise.
- C. If a claim has been resolved, the Owner will prepare or obtain appropriate documentation.
- D. If a claim has been denied or if no action has been taken in the manner provided in Paragraphs 16.01A or 16.01B, then the claimant, within ten (10) days thereafter, may notify the Owner, the other party, and Contractor's surety that Engineer and Contractor have been unable to resolve the claim. In that event, the Owner, pursuant to Paragraph 16.01E shall review the claim and make a decision on the claim.
- E. If a claim is presented to the Owner, then the Owner shall review the claim and make a decision within fourteen (14) days.
- F. Disputes that cannot be settled through negotiation or the procedures in Paragraphs 16.01A through 16.01E above, shall be settled as mutually agreed or in a court of competent jurisdiction within the State of Arkansas.
- G. Arbitration shall not be used in the settlement of disputes.

ARTICLE 17 - MISCELLANEOUS

17.01 GIVING NOTICE:

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 COMPUTATION OF TIME:

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the Law of the applicable jurisdiction, such day will be omitted from the computation.
- B. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.

17.03 CLAIMS, CUMULATIVE REMEDIES:

- A. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission, or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this Paragraph shall not be construed as a

DOCUMENT 00700 – GENERAL CONDITIONS: (continued)

substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by Paragraphs 6.16A, 13.01, 13.08, 13.10, 14.03, and 15.02A and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply. All representations, warranties, and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

END OF DOCUMENT 00700

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS

ARTICLE 1 - LABOR RELATED REGULATIONS

1.01 SUPERSESSION.

- A. These Supplemental Conditions supersede any conflicting provisions of the Contract Documents.

1.02 ARKANSAS PREVAILING WAGE.

- A. The Arkansas Prevailing Wage Law does apply to this contract.
- B. A copy of the letter with the prevailing wage rates from the Arkansas Department of Labor is included in this section. Compliance with the provisions of this letter is required during prosecution of the project.

1.03 TRENCH AND EXCAVATION SAFETY

- A. Compliance with the provisions of 29 CFR Subpart P, OSHA Standard for Excavation and Trenches Safety System is not required during prosecution of the project.

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS (continued)

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STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

July 3, 2015

Ben Perea
Garver Engineers L.L.C.
2049 E Joyce Blvd, Suite 400
Fayetteville, AR 72703

Re: FYV AIRFIELD
PAVEMENT MARKING REHABILITATION
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Perea:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **15-009** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 7/3/2015

Determination #: 15-009

Expires: 1/3/2016

Project: FYV Airfield Pavement Marking Rehabilitation

Site:

City: Fayetteville, Arkansas

Project County: Washington

Survey#: 715-AH05

COUNTY(S) **Group**

Washington 5

CLASSIFICATION

Basic Hourly Rate

Fringe Benefits

Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$11.45	\$1.92
Carpenter	\$16.75	
Concrete Finisher/Cement Mason	\$14.10	
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$13.10	
Pipelayer	\$11.80	\$2.61
Asphalt Paving Machine	\$19.85	\$1.80
Backhoe - Rubber Tired (1 yard or less)	\$14.70	\$4.90
Bulldozer, finish	\$14.60	
Bulldozer, rough	\$15.65	\$1.70
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$14.90	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$14.90	
Distributor	\$11.45	\$1.92
End Dump (Dump Truck)	\$14.35	\$1.45
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$14.35	\$0.59
Mechanic	\$14.70	
Roller	\$14.30	\$1.40
Scraper	\$11.45	\$1.92
Motor Patrol	\$11.45	\$1.92
Asphalt Screed Operator	\$19.20	\$2.35
Excavator/Trackhoe	\$17.35	
Asphalt Raker	\$15.45	\$1.55
Truck Driver (Excludes Dump Truck)	\$17.40	\$3.25

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/3/2015

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: FYV AIRFIELD PAVEMENT MARKING REHABILITATION
 FAYETTEVILLE, ARKANSAS
 WASHINGTON COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 15-009** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72203

DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS (continued)

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DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01110 – SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section summarizes the Work covered in detail in the complete Contract Documents.
- B. Owner: The City of Fayetteville, Arkansas, 113 West Mountain Street, Fayetteville, AR 72701 is contracting for Work described in the Contract Documents.
 - 1. Contract Identification: FYV Airfield Pavement Marking Rehabilitation
 - 2. Location: Fayetteville, Arkansas.
- C. Engineer: The Contract Documents were prepared by GARVER. GARVER Fayetteville Office address and contact numbers are 2049 E. Joyce Blvd., Suite 400, Fayetteville, Arkansas, 72703, telephone 479-527-9100, fax 479-527-9101.

1.02 PROJECT DESCRIPTION:

Installation of approximately 101,000 square feet of reflective pavement markings, approximately 2,650 square feet of non-reflective pavement markings, approximately 15,500 linear feet of crack repair, and approximately 1,000 square feet of pavement marking removal at the Fayetteville – Drake Field Airport.

1.03 WORK BY OTHERS:

- A. Work Under Other Contracts: None.
- B. Work by Owner: None.
- C. Other Activities: None.

1.04 CONTRACTOR’S USE OF PREMISES:

- A. Exclusive Use: During the construction period, Contractor shall have full use of the premises for execution of the Work. Use of premises is limited only by Owner’s right to perform duties and functions as stated in the GENERAL CONDITIONS and in this Section.

1.05 OWNER’S USE OF PREMISES:

- A. Partial Owner Occupancy: The Owner reserves the right to occupy completed areas of the contract, prior to Substantial Completion provided that such occupancy does not interfere with completion of the Work. Such partial occupancy shall not constitute acceptance of the total Work.

SECTION 01110 – SUMMARY OF WORK (continued)

1.06 WORK SEQUENCE:

- A. General: Construction sequence shall be determined by Contractor subject to Owner's need for continuous operation of existing facilities, and subject to the requirements as indicated or specified.
- B. Continuous Service of Existing Facilities: Exercise caution and schedule operations to ensure that functioning of present facilities will not be disrupted. Shutdown of Owner's operating facilities to perform the Work shall be held to a minimum length of time and shall be coordinated with Owner who shall have control over the timing and schedules of such shutdowns.

1.07 PREORDERED EQUIPMENT AND MATERIALS:

None.

1.08 MEASUREMENT AND PAYMENT:

- A. Unit Price Contracts: All Work indicated on the Contract Drawings and specified in the Contract Documents shall be included in the "Unit Price Schedule" in the Agreement. A Unit Price is an amount proposed by Contractor and stated in the Agreement as a price per unit of measurement for materials or services.
- B. Specific Items: Measurement and payment of specific items shall be as specified in each applicable Section of the TECHNICAL SPECIFICATIONS.

1.09 COPIES OF DOCUMENTS:

- A. Furnished Copies: After execution of Agreement, Contractor will be furnished at no cost, a maximum of three (3) sets of Contract Documents consisting of the Project Manual, in addition to those used in execution of the Agreement.
- B. Additional Copies: Additional copies of above documents will be supplied by Engineer upon request of Contractor and approval of Owner.

1.10 LIST OF DRAWINGS (AND SCHEDULES):

- A. Contract Drawings:
 - 1. Each Sheet of the Contract Drawings bears the following general title:

FYV Airfield Pavement Marking Rehabilitation

1.11 SCHEDULE OF OWNER-SUPPLIED EQUIPMENT AND MATERIALS:

None.

PART 2 - PRODUCTS – NOT APPLICABLE.

PART 3 - EXECUTION – NOT APPLICABLE.

END OF SECTION 01110

SECTION 01250-CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Minor changes in the Work.
 - 2. Proposal request.
 - 3. Work Change Directive.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. Supplementary Conditions.

1.02 MINOR CHANGES IN THE WORK

- A. Engineer will advise Contractor of minor changes in Work not involving an adjustment to Contract Price or Contract Times as authorized by the DOCUMENT 00700 – GENERAL CONDITIONS, Subparagraph 9.05 by issuing Field Orders.

1.03 PROPOSAL REQUEST

- A. Owner-Initiated Proposal Requests:
 - 1. ENGINEER may issue a Proposal Request, including detailed descriptions of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time.
 - a. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - b. Proposal Requests issued by ENGINEER are for information only. Do not consider them instructions either to stop Work in progress or to execute the proposed change.
 - 2. CONTRACTOR shall submit cost proposal, including any request for an extension in Contract Times, within 14 days of receipt of Proposal Request.
 - 3. In order to facilitate checking of CONTRACTOR's proposals for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of cost including labor, materials, and Subcontracts. Labor and materials shall be itemized in a manner acceptable to the Engineer. Where major cost items are Subcontracts, they shall be itemized also. Document each proposal for a change in cost or time with sufficient data to support computations, including the following:
 - a. Include list of quantities of Products, labor, and equipment required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Indicate amounts for insurance and bonds.
 - d. Indicate amounts for Contractor's overhead and profit.
 - e. Include justification for any change in Contract Time.
 - f. Include credit for deletions from Contract, similarity documented.
 - g. Include an updated Contractor's Construction Schedule that indicates the

SECTION 01250- CONTRACT MODIFICATION PROCEDURES (continued)

effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.

(1) Use available total float before requesting an extension of the Contract Time.

4. On Owner's approval of a proposal request, Engineer will issue Change Orders for signatures by Owner and Contractor as provided in the DOCUMENT 00700 – GENERAL CONDITIONS.

a. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values accordingly.

1.04 WORK CHANGE DIRECTIVE

A. Engineer may issue a Work Change Directive, signed by Owner and Engineer, including detailed descriptions of changes, and identifying method for determining any change in Contract Price or Contract Time, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Contractor shall promptly execute the change.

2. Work Change Directives shall be issued on Owner's standard form.

B. Contractor shall maintain detailed records for changes in the Work performed on a time and material basis.

1. Submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

C. Engineer will issue Change Order CONDITIONS.

D. Upon execution of a Change Order, Contractor shall promptly revise Construction Progress Schedule and Schedule of Values for signatures by Owner and Contractor as provided in DOCUMENT 00700 – GENERAL accordingly.

PART 2 - PRODUCTS NOT USED

PART 3 - PART 3 – EXECUTION NOT USED

END OF SECTION 01250

SECTION 01270 – UNIT PRICES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Submission procedures.
 - 2. Changes of Contract Sum.
 - 3. Description of Unit Prices.
- B. Related Sections:
 - 1. DOCUMENT 00400– BID FORM.
 - 2. DOCUMENT 00500 –AGREEMENT.
 - 3. DOCUMENT 00700 – GENERAL CONDITIONS.

1.02 SUBMISSION PROCEDURES

- A. Insert on DOCUMENT 00400 – BID FORM, Unit Prices for Work or materials listed in this Section.
 - 1. Such Unit Prices shall apply for additions and deletions.

1.03 CHANGES TO CONTRACT SUM

- A. Unit Prices shall constitute full compensation or credit, as the case may be, for the complete provision, fabrication, and installation of each item listed in this Section based solely on Work in place, including all necessary labor, product, tools, equipment, transportation, services and incidentals, appurtenances, and connections required to complete the Work in place, and including insurance, overhead, profit and supervision.
- B. The Unit Prices are listed on DOCUMENT 00400 – BID FORM, and will apply to the net change on any given change to the scope of Work.
- C. Unit Prices accepted by the Owner and Contractor shall be identified in the Owner-Contractor Agreement.
- D. Contractor shall take measurements and compute quantities for which Unit Price items are applicable.
 - 1. Engineer will verify measurements and quantities.
 - a. Contractor shall assist Engineer by providing necessary equipment, workers, and survey personnel as the Engineer requires.
 - 2. Final payment for Work governed by Unit Prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the Unit Price for Work which is incorporated in or made necessary by the Work.
 - 3. Payment will not be made for any of the following:
 - a. Products wasted or disposed of in a manner unacceptable to Engineer.
 - b. Products which Engineer determines as unacceptable before or after installation.
 - c. Product not completely unloaded from the transporting vehicle.
 - d. Products installed beyond the lines and levels of the required Work.
 - e. Products not installed after completion of Work.
 - f. Loading, hauling, and disposing of rejected Products.

SECTION 01270 – UNIT PRICES (continued)

1.04 **DESCRIPTION OF UNIT PRICES**

Measurement and Payment of specific items shall be as specified in each applicable section of the TECHNICAL SPECIFICATIONS.

PART 2 - PART 2 – PRODUCTS

NOT USED

PART 3 - PART 3 – EXECUTION

NOT USED

END OF SECTION 01270

SECTION 01290 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Applications for payment.
- B. Related Sections:
 - 1. DOCUMENT 00700 – GENERAL CONDITIONS.
 - 2. DOCUMENT 00800 – SUPPLEMENTARY CONDITIONS.

1.02 APPLICATIONS FOR PAYMENT

- A. Format: Document 01290.01 supported by Document 01290.02 or other approved format.
 - 1. Owner will provide Contractor an electronic copy of Documents 01290.01 and 01290.02.
- B. Payment Period: As specified under DOCUMENT 00700 – GENERAL CONDITIONS Article 14.
- C. Preparation of Applications:
 - 1. Present required information in typewritten form.
 - 2. Execute application by signature of authorized officer of Contractor's firm.
 - 3. Indicate dollar value in each column of each line item for portion of Work completed through the last day of the application period, and for products properly stored in accordance with the Contract Documents through the last day of the previous application period.
 - 4. Round off dollar values to nearest dollar.
 - 5. Complete every entry on form.
 - 6. Indicate each authorized Change Order as separate items on continuation sheet.
 - a. List by appropriate Change Order Number.
 - b. Indicate dollar value breakdown of each Change Order by each applicable Project Manual Section.
- D. Submittal Procedure:
 - 1. Comply with DOCUMENT 00700 - GENERAL CONDITIONS Article 14.
 - 2. Submit 5 copies of each Application for Payment.
 - 3. Submit an updated Construction Progress Schedule with each Application for Payment.
 - 4. Submit waivers of mechanics liens from Contractor, Subcontractors, sub-subcontractors, and Material and Equipment Suppliers for amounts certified by Engineer for construction period covered by previous application for payment.
 - a. Submit on form acceptable to Owner.
 - 5. Substantiating data:
 - a. When Owner or Engineer requires substantiating information to support Contractor's application for payment, submit data justifying dollar amounts which are in question.

SECTION 01290 – PAYMENT PROCEDURES (continued)

- b. Provide 1 copy of data with cover letter for each copy of Application for Payment.
 - (1) Indicate application number and date.
 - (2) List each item in question by continuation sheet identification.
- 6. Submit application for final payment in accordance with DOCUMENT 00700 – GENERAL CONDITIONS Article 14.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION 01290

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS

PART 1 - GENERAL

1.01 Summary: This Section includes the following administrative and procedural requirements:

- A. Project Meetings:
 - 1. Preconstruction conference.
 - 2. Progress meetings.

1.02 PROJECT MEETINGS:

- A. Preconstruction Conference:
 - 1. Engineer will conduct a meeting within 20 days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during performance of the Work.
 - 2. Preconstruction conference shall be attended by:
 - a. Contractor and his superintendent.
 - b. Engineer and Resident Project Representative if any.
 - c. Representative(s) of Owner.
 - d. At Engineer's option, representatives of principal Subcontractors and Suppliers.
 - 3. Meeting Agenda:
 - a. Construction schedules.
 - b. Critical Work sequencing.
 - c. Designation of responsible personnel.
 - d. Project coordination.
 - e. Procedures and Processing of:
 - (1) Field decisions.
 - (2) Substitutions.
 - (3) Submittals.
 - (4) Change Orders.
 - (5) Applications for Payment.
 - (6) Proposal Requests.
 - (7) Contract Closeout.
 - (8) Requests for Interpretation.
 - (9) Field Orders.
 - (10) Work Change Directives.
 - f. Procedures for testing.
 - g. Procedures for maintaining record documents.
 - h. Use of Premises:
 - (1) Office, work, and storage areas.
 - (2) Owner's requirements.
 - i. Construction facilities, controls, and construction aids.
 - j. Temporary utilities.
 - k. Safety and first-aid.
 - l. Security.
 - m. Requirements for start-up of equipment.
 - n. Inspection and acceptance of equipment put into service during construction period.

SECTION 01320 – PROJECT MEETINGS, SCHEDULES, AND REPORTS (continued)

- o. Distribution of Contract Documents
 - 4. Location of Meeting: At or near the Project Site.
 - 5. Reporting:
 - a. Within 7 working days after the meeting, Engineer will prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall provide copies to Subcontractors and major Suppliers.
- B. Progress Meetings:
 - 1. Engineer shall schedule and conduct meetings as deemed necessary by the Owner. Representatives of the Engineer, Resident Project Representative, and Contractor shall be present at each meeting. With Engineer's concurrence, Contractor may request attendance by representatives of Subcontractors, Suppliers, or other entities concerned with current program or involved with planning, coordination, or performance of future activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
 - a. Contractor and each Subcontractor represented shall be prepared to discuss the current construction progress report and any anticipated future changes to the schedule.
 - 2. Location of Meetings: At or near Project Site.
 - 3. Reporting:
 - a. Within 7 working days after each meeting, Engineer shall prepare and distribute minutes of the meeting to Owner and Contractor.
 - b. Contractor shall distribute copies to principle Subcontractors and Suppliers.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01320

SECTION 01420 – DEFINITIONS AND STANDARDS

PART 1 - GENERAL

1.01 SUMMARY:

- A. Definitions:
 - 1. Basic contract definitions used in the Contract Documents are defined in the GENERAL CONDITIONS. Definitions and explanations are not necessarily either complete or exclusive, but are general for the Work.
 - 2. General Requirements are the provisions or requirements of DIVISION 1 Sections, and which apply to the entire Work of the Contract.
- B. Related Information Specified Elsewhere: Specification standards and associations applicable to the Work are specified in each Section.

1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATIONS:

- A. Specification Format: The Specifications are organized into two (2) major divisions of CONTRACT DOCUMENTS and TECHNICAL SPECIFICATIONS.
- B. Specification Content:
 - 1. These Specifications apply certain conventions in the use of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - a. Imperative and Streamlined Language: These Specifications are written in imperative and abbreviated form. This imperative language of the technical Sections is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting “shall,” “the Contractor shall,” and “shall be,” and similar mandatory phrases by inference in the same manner as they are applied to notes on the Drawings. The words “shall be” shall be supplied by inference where a colon (:) is used within sentences or phrases. Except as worded to the contrary, fulfill (perform) all indicated requirements whether stated imperatively or otherwise.
 - b. Specifying Methods: The techniques or methods of specifying requirements varies throughout text, and may include “prescriptive,” “compliance with standards,” “performance,” “proprietary,” or a combination of these. The method used for specifying one unit of Work has no bearing on requirements for another unit of Work.
 - c. Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify Engineer for a decision as specified in GENERAL CONDITIONS.
 - d. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which shall be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology and in conjunction with coordination of Specification requirements with notations on Drawings and in schedules.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

- C. Assignment of Specialists: In certain instances, Specification text requires that specific Work be assigned to specialists in the operations to be performed. These specialists shall be engaged for performance of those units of Work, and assignments are requirements over which Contractor has no choice or option. These assignments shall not be confused with, and are not intended to interfere with, enforcement of building codes and similar regulations governing the Work, local trade and union jurisdictions, and similar conventions. Nevertheless, final responsibility for fulfillment of Contract requirements remains with Contractor.
- D. Trades: Except as otherwise specified or indicated, the use of titles such as “carpentry” in Specification text, implies neither that the Work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as “carpenter”), nor that specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

1.03 DRAWING SYMBOLS:

- A. Except as otherwise indicated, graphic symbols used on Drawings are those symbols recognized in the construction industry for purposes indicated. Refer instances of uncertainty to Engineer for clarification.

1.04 INDUSTRY STANDARDS:

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference and are stated in each Section.
 - 1. Referenced standards, referenced directly in Contract Documents or by governing regulations, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
 - 2. Where compliance with an industry standard is required, standard in effect shall be as stated in GENERAL CONDITIONS.
 - 3. Where an applicable code or standard has been revised and reissued after the date of the Contract Documents and before performance of Work affected, the Engineer will decide whether to issue a Change Order to proceed with the updated standard.
 - 4. In every instance the quantity or quality level shown or specified shall be the minimum to be provided or performed. The actual installation may comply exactly, within specified tolerances, with the minimum quantity or quality specified, or it may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for the context of the requirements. Refer instances of uncertainty to the Engineer for a decision before proceeding.

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

5. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed for performance of a required construction activity, Contractor shall obtain copies directly from the publication source.
- B. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION – Not Applicable.

END OF SECTION 01420

SECTION 01420 – DEFINITIONS AND STANDARDS (continued)

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SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY:

- A. This Section includes General Requirements for:
 - 1. Safety and protection of Work.
 - 2. Barriers.
 - 3. Environmental controls.
 - 4. Access roads and parking areas.

PART 2 - PRODUCTS – Not Applicable.

PART 3 - EXECUTION

3.01 SAFETY AND PROTECTION OF WORK AND PROPERTY:

- A. General:
 - 1. Provide for the safety and protection of the Work as set forth in GENERAL CONDITIONS. Provide protection at all times against rain, wind, storms, frost, freezing, condensation, or heat so as to maintain all Work and Equipment and Materials free from injury or damage. At the end of each day, all new Work likely to be damaged shall be appropriately protected.
 - 2. Notify Engineer immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.
 - 3. Construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavations, floors, pits, trenches, manholes, and ducts free of water.

3.02 BARRIERS:

- A. General:
 - 1. Furnish, install, and maintain suitable barriers as required to prevent public entry, protect the public, and to protect the Work, existing facilities, trees, and plants from construction operations. Remove when no longer needed or at completion of Work.
 - 2. Materials may be new or used, suitable for the intended purpose, but shall not violate requirements found in the plans.
 - 3. Barriers shall be of a neat and reasonable uniform appearance, structurally adequate for the required purposes.
 - 4. Maintain barriers in good repair and clean condition for adequate visibility. Relocate barriers as required by progress of Work.
 - 5. Repair damage caused by installation and restore area to original or better condition. Clean the area.

3.03 ENVIRONMENTAL CONTROLS:

- A. Noise Control: OSHA requirements shall be adhered to for this contract.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

- B. Dust Control:
 - 1. Provide positive methods and apply dust control materials to minimize raising dust from construction operations; and to prevent airborne dust from dispersing into the atmosphere.
- C. Water and Erosion Control:
 - 1. Provide methods to control surface water to prevent damage to the Project, the Site, or adjoining properties.
 - 2. Plan and execute construction and earthwork by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
 - a. Hold the areas of bare soil exposed at one time to a minimum.
 - b. Provide temporary control measures such as berms, dikes, and drains.
 - 3. Control fill, grading, and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 - 4. Provide, operate, and maintain hydraulic equipment of adequate capacity to control surface and groundwater.
 - 5. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the Site or to adjoining areas.
 - 6. Comply with all other requirements indicated or specified.
- D. Debris Control and Clean-Up:
 - 1. Keep the premises free at all times from accumulations of debris, waste materials, and rubbish caused by construction operations and employees. Responsibilities shall include:
 - a. Adequate trash receptacles about the Site, emptied promptly when filled.
 - b. Periodic cleanup to avoid hazards or interference with operations at the Site and to maintain the Site in a reasonably neat condition.
 - c. The keeping of construction materials neatly organized.
 - d. Immediate cleanup to protect the Work by removing splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from walls, floors, and metal surfaces before surfaces are marred.
 - 2. Any dumpster or roll off container used on site shall be procured/rented through the City of Fayetteville Recycling and Trash Collection (Phone# 479-575-8398). No third party dumpsters or roll off containers will be allowed on site other than those acquired from the City.
 - 3. Prohibit overloading of trucks to prevent spillages on access and haul routes. Provide periodic inspection of traffic areas to enforce requirements.
 - 4. Final cleanup is specified in SECTION 01780 - CONTRACT CLOSEOUT.
- E. Pollution Control:
 - 1. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by the discharge of hazardous or toxic substances from construction operations.
 - 2. Provide equipment and personnel, perform emergency measures required to contain any spillages, and remove contaminated soils or liquids.
 - 3. Take special measures to prevent harmful substances from entering public waters, sanitary, or storm sewers.

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

4. Adhere to the Spill Prevention Control and Countermeasures Plan (SPCCP) requirements as stated in 40 CFR Part 112.

3.04 **ACCESS ROADS AND PARKING AREAS:**

- A. New Temporary On-Site Roads and Parking Areas:
 1. Locate roads, drives, walks, and parking facilities to provide access to construction offices, mobilization, Work, storage areas, and other areas required for execution of the Contract.
 - a. Consult with Engineer regarding any desired deviation therefrom.
 - b. Size of parking facilities shall be adequate to provide for needs of Contractor's personnel, Resident Project Representatives, and visits to Site by Engineer and Owner.
 2. Provide access for emergency vehicles. Maintain driveways a minimum of 15 feet wide between and around combustible materials in storage and mobilization areas.
 3. Maintain traffic areas free of excavated materials, construction equipment, snow, ice, and debris.
 4. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
 5. Keep fire hydrants and water control valves free from obstruction and accessible for use.
 6. Construction:
 - a. Clear areas required.
 - b. Fill, compact, and grade areas as necessary to provide suitable support for vehicular traffic under anticipated loadings. Materials and construction shall be as indicated or specified.
 - c. Provide for surface drainage of facilities and surrounding areas.
 - d. Maintain roads, walks, and parking areas in a sound, clean condition. Repair or replace portions damaged during progress of Work.
 7. Removal:
 - a. Completely remove temporary materials and construction when construction needs can be met by use of permanent installation, unless construction is to be integrated into permanent construction. Remove and dispose of compacted materials to depths required by various conditions to be met in completed Work.
 - b. Restore areas to original, better, or specified condition at completion of Work.

END OF SECTION 01530

SECTION 01530 – TEMPORARY BARRIERS AND CONTROLS (continued)

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ITEM SS-101 SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

DESCRIPTION

101-1.1 The Contractor shall thoroughly review the approved Construction Safety and Phasing Plan (CSPP) and shall comply with approved CSPP. The Contractor shall certify such compliance by completing the attached SPCD and submitting to the Engineer for approval.

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Contractor Safety Plan Compliance Documents

Owner Name: City of Fayetteville

Airport: Fayetteville – Drake Field

Project Description: FYY Airfield Pavement Marking Rehabilitation

Contractor: _____

Each item listed below corresponds to a specific section of the approved CSPP. The Contractor shall certify that he/she will comply with each section of the approved CSPP. Each certified section with a "no" response must be fully explained in an attachment to the SPCD. The document shall be signed and dated by a principle or owner in the Contractor's company. All other requested information shall be completed by the Contractor and submitted to the Engineer for approval as part of the SPCD.

1. **Section 1 - Correspondence:** This project shall be completed in accordance with Section 1 "Coordination" of the approved Construction Safety Plan Compliance Document.

Owner: City of Fayetteville	
Contact:	Phone:
Engineer: Garver	
Project Manager: Adam White	Phone: 479-527-9100
Project Engineer: Ben Perea	Phone: 479-527-9100
Construction Observer:	Phone:
Materials Testing:	Phone:
Contractor:	
Project Manager:	Phone:
Superintendent:	Phone:
Subcontractors:	Phone:

Yes _____ No _____

2. **Section 2 - Phasing:** This project shall be completed in accordance with Section 2 "Phasing" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

3. **Section 3 – Areas of Operations Affected by Construction Activity:** This project shall be completed in accordance with Section 3 "Areas of Operations Affected by Construction Activity" of the approved Construction Safety Plan Compliance Document.

Yes _____ No _____

4. **Section 4 – Protection of Navigational Aids (NAVAIDS):** This project shall be completed in accordance with Section 4 “Protection of Navigational Aids (NAVAIDS)” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

5. **Section 5 – Contractor Access:** This project shall be completed in accordance with Section 5 “Contractor Access” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

6. **Section 6 – Wildlife Management:** This project shall be completed in accordance with Section 6 “Wildlife Management” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

7. **Section 7 – Foreign Object Debris (FOD) Management:** This project shall be completed in accordance with Section 7 “Foreign Object Debris (FOD) Management” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

8. **Section 8 – Hazardous Materials (HAZMAT) Management:** This project shall be completed in accordance with Section 8 “Hazardous Materials (HAZMAT) Management” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

9. **Section 9 – Notification of Construction Activities:** This project shall be completed in accordance with Section 9 “Notification of Construction Activities” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

10. **Section 10 – Inspection Requirements:** This project shall be completed in accordance with Section 10 “Inspection Requirements” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

11. **Section 11 – Underground Utilities:** This project shall be completed in accordance with Section 11 “Underground Utilities” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

12. **Section 12 – Penalties:** This project shall be completed in accordance with Section 12 “Penalties” of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

13. **Section 13 – Special Conditions:** This project shall be completed in accordance with Section 13

"Special Conditions" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

14. **Section 14 – Runway and Taxiway Visual Aids:** This project shall be completed in accordance with 14 "Runway and Taxiway Visual Aids" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

15. **Section 15 – Marking and Signs for Access Routes:** This project shall be completed in accordance with Section 15 "Marking and Signs for Access Routes" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

16. **Section 16 – Hazard Marking and Lighting:** This project shall be completed in accordance with Section 16 "Hazard Marking and Lighting" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

17. **Section 17 – Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces:** This project shall be completed in accordance with Section 17 "Protection of Safety Areas, Object Free Areas, Object Free Zones, and Approach / Departure Surfaces" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

18. **Section 18 – Other Limitations on Construction:** This project shall be completed in accordance with Section 18 "Other Limitations on Construction" of the approved Construction Safety Plan Compliance Document.

Yes_____No_____

I certify that, for the project identified herein, the responses to the foregoing items are correct as marked, and that I shall comply with the approved Construction Safety and Plan.

Signed: _____
Contractor's Authorized Representative

Date: _____

Print Name and Title of Contractor's Representative

END OF ITEM SS-101

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ITEM SS-110 STANDARD SPECIFICATIONS

GENERAL

110-1.1 The standard specifications of the Arkansas State Highway and Transportation Department (AHTD) are bound in a book titled Standard Specifications for Highway Construction, 2014 Edition. These specifications are referred to herein as "Standard Specifications." The current edition on the date of the Bid Opening shall apply. A copy of these "Standard Specifications" may be obtained from AHTD at their customary charge.

INCORPORATION AND MODIFICATION

110-2.1 Certain parts of the Standard Specifications are appropriate for inclusion in these Technical Specifications. Such parts are incorporated herein by reference to the proper section or paragraph number. The individual specification numbers noted herein may be different from those in the latest edition of the "Standard Specifications." The most current specification number shall apply. Each such referenced part shall be considered to be a part of these Contract Documents as though copied herein in full.

110-2.2 Certain referenced parts of the Standard Specifications are modified in the Specifications that follow. In case of conflict between the Standard Specifications and the Specifications that follow, the Specifications that follow shall govern.

110-2.3 Individual material test numbers change from time to time. Use the latest applicable test.

110-2.4 Reference in the Standard Specifications to the "Department" is herein changed to the "Owner".

MEASUREMENT AND PAYMENT

110-3.1 Standard Specifications shall not be measured for separate payment.

END OF ITEM SS-110

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ITEM SS-120 SITE PREPARATION

DESCRIPTION

120-1.1 This item covers the preparation of the site for construction of the proposed improvements. The attention of the bidder is directed to the necessity for careful examination of the entire project site to determine, at the time of bid preparation, the full extent of work to be done under the item "Site Preparation." The entire job site shall be cleared of all man-made obstructions and debris, of whatever nature, and made ready in all respects for the construction of the proposed improvements.

The item "Site Preparation" shall include:

1. Mobilization
2. Lighted Barricades and Closed Taxiway and Runway Markings
3. Contractor's Staging Areas
4. Airport Security Requirements
5. Airport Safety Requirements
6. Clean Up

CONSTRUCTION METHODS

120-2.1 MOBILIZATION. The Contractor shall consider and include his cost for providing personnel, equipment, materials, bonds, etc. required for the prosecution of the work under this item.

120-2.2 LIGHTED BARRICADES AND CLOSED TAXIWAY AND RUNWAY MARKINGS. The Contractor shall furnish, install, maintain, and remove closed taxiway and runway markings and lighted barricades in accordance with details on the plans and as directed by the Engineer. The closed runway markers shall be aviation yellow, nylon-reinforced vinyl. The markers shall be secured to the pavement/ground as shown on the plans and as directed by the Engineer. The lighted barricades shall be constructed and installed as shown on the plans. All lighted barricades and closed taxiway and runway markings shall be constructed in accordance with AC 150/5370-2F Operational Safety on Airports During Construction.

All work involved in the furnishing, installation, maintenance, and removal of lighted barricades, barrels and closed runway markings will not be measured for separate payment, but will be considered subsidiary to the bid item "Site Preparation."

120-2.3 CONTRACTOR'S STAGING AREAS. The areas designated in the plans or by the Engineer as the Contractor's staging area shall be cleared and graded by the Contractor as needed for use by the Contractor in constructing the work on this project. All areas used or otherwise occupied by the Contractor for his operations shall be cleaned, regraded, and seeded, as directed by the Engineer, prior to the final acceptance of the project by the Airport. All work involved in the preparation and restoration of areas used or occupied by the Contractor, including clearing, grubbing, regrading, seeding, and installing and removing fence, will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.4 AIRPORT SECURITY REQUIREMENTS. The Contractor shall abide by the Airport Security requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. Any costs associated with the Airport Security requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.5 AIRPORT SAFETY REQUIREMENTS. The Contractor shall abide by the Airport Safety requirements that are outlined in the Construction Safety and Phasing Plan (CSPP) of the plans. All costs associated with the Airport Safety requirements will not be measured for separate payment but will be considered subsidiary to the bid item "Site Preparation."

120-2.6 CLEAN UP. From time to time, the Contractor shall clean up the site in order that the site presents a neat appearance and that the progress of work will not be impeded. One such clean up shall immediately precede final inspection.

Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner.

MEASUREMENT AND PAYMENT

120-3.1 Site preparation will be measured as a lump sum complete item. Work completed and accepted under this item will be paid for at the contract lump sum price bid for "Site Preparation," which price shall be full compensation for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

Periodic payments will be made under this item in proportion to the amount of work accomplished, as determined by the Engineer.

Payment will be made under:

Item SS-120-3.1	Site Preparation - per Lump Sum
-----------------	---------------------------------

END OF ITEM SS-120

ITEM SS-130 JOINT AND CRACK REPAIR

DESCRIPTION

130-1.1 This item shall consist of preparation of existing pavement surfaces for pavement marking and other miscellaneous items. The work shall be accomplished in accordance with these specifications and the applicable drawings.

130-1.2 Limits joint and crack repair are estimated in the plans. Actual limits of these items shall be coordinated with the Engineer prior to construction.

EQUIPMENT

130-2.1 All equipment shall be specified hereinafter or as approved by the Engineer. The equipment shall not cause damage to the pavement to remain in place.

CONSTRUCTION

130-3.1 PREPARATION OF JOINTS AND CRACKS. Remove all vegetation and debris from cracks to a minimum depth of 1 inch. If extensive vegetation exists treat the specific area with a concentrated solution of a water-based herbicide approved by the Engineer. Fill all cracks, ignoring hairline cracks (< 1/4 inch wide) with a crack sealant per ASTM D6690. Wider cracks (over 1/2" inch wide) shall be routed and filled with a mixture of emulsified asphalt and aggregate. The aggregate shall consist of limestone, volcanic ash, sand, or other material that will cure to form a hard substance. The combined gradation shall be as shown in the following table.

Gradation

Sieve Size	Percent Passing
No. 4	100
No. 8	90-100
No. 16	65-90
No. 30	40-60
No. 50	25-42
No. 100	15-30
No. 200	10-20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume. The material shall be poured or placed into the joints or cracks and compacted to form a voidless mass. The joint or crack shall be filled within 0 to 1/8 inches (0-3 mm) of the surface. Any material spilled outside the width of the joint shall be removed from the pavement surface prior to constructing an overlay.

In lieu of an emulsified asphalt and aggregate mix, the Contractor may use a black dyed grout to fill cracks over 1/2" in width.

a. Soil Sterilants. Soil sterilants shall contain Bromacil or Prometone and shall be approved by the Engineer. Application rates shall be in accordance with the manufacturer's recommendations.

b. Crack Preparation. A high temperature compressed air lance shall be used at all times to blast out any vegetation, dirt, dampness and loose materials from the cracks. Existing crack sealant which is

deteriorated shall be removed as directed by the Engineer. The high velocity hot air shall be not less than 2,000 °F in temperature. The air lance shall operate in a no flame impingement condition and shall have a directional controlled velocity of 330-fps minimum and a combustion temperature at ignition of no less than 2,000 °F.

c. Filler Application. After cracks have been cleaned, received soil sterilant and tack coat, and have been approved by the Engineer, the cracks shall be filled with the emulsified asphalt and aggregate described within this specification. The mix shall be raked in the crack by hand in order to completely fill the entire crack. Once the crack is filled, excess asphalt mix shall be rounded up along the length of the crack, and pinched into the crack using a small asphalt roller. The application and compaction method shall be approved by the Engineer prior to beginning crack cleaning operations.

METHOD OF MEASUREMENT

130-4.1 JOINT AND CRACK REPAIR. The unit of measurement for joint and crack repair shall be the linear foot of joint for a given width.

BASIS OF PAYMENT

130-5.1 PAYMENT. Payment shall be made at contract unit price for the unit of measurement as specified above. This price shall be full compensation for furnishing all materials and for all preparation, hauling, and placing of the material and for all labor, equipment, tools, and incidentals necessary to complete this item.

Item SS-130-5.1a Joint and Crack Repair (Less Than 1/2-in Width) — per Linear Foot

Item SS-130-5.1b Joint and Crack Repair (Greater Than 1/2-in Width) — per Linear Foot

MATERIAL REQUIREMENTS

ASTM D6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements

END OF ITEM SS-130

ITEM P-620 RUNWAY AND TAXIWAY PAINTING**DESCRIPTION**

620-1.1 This item shall consist of the preparation and painting of numbers, markings, and stripes on the surface of runways, taxiways, and aprons, in accordance with these specifications and at the locations shown on the plans, or as directed by the Engineer. The terms “paint” and “marking material” as well as “painting” and “application of markings” are interchangeable throughout this specification.

MATERIALS

620-2.1 MATERIALS ACCEPTANCE. The Contractor shall furnish manufacturer’s certified test reports for materials shipped to the project. The certified test reports shall include a statement that the materials meet the specification requirements. The reports can be used for material acceptance or the Engineer may perform verification testing. The reports shall not be interpreted as a basis for payment. The Contractor shall notify the Engineer upon arrival of a shipment of materials to the site. All material shall arrive in sealed containers 55 gallons or smaller for inspection by the Engineer. Material shall not be loaded into the equipment until inspected by the Engineer.

620-2.2 MARKING MATERIALS. Paint shall be waterborne in accordance with the requirements of paragraph 620-2.2a. Paint shall be furnished in Yellow (33538 or 33655), Red (31136), White (37925), and Black (37038) in accordance with Federal Standard No. 595.

a. WATERBORNE. Paint shall meet the requirements of Federal Specification TT-P-1952E, Type I.

620-2.3 REFLECTIVE MEDIA. Glass beads shall meet the requirements for Federal Specification TT-B-1325D, Type I, Gradation A. Glass beads shall be treated with all compatible coupling agents recommended by the manufacturers of the paint and reflective media to ensure adhesion and embedment.

Paint Color	Glass Beads, Type I, Gradation A	Glass Beads, Type III	Glass Beads, Type IV
White	See Table 1.	See Table 1	See Table 1
Yellow	See Table 1.	See Table 1	See Table 1
Red	See Table 1 and Note	Not used	See Table 1 and Note
Black	Not used	Not used	See Table 1 and Note

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry and when the surface temperature is at least 45°F and rising and the pavement surface temperature is at least 5°F above the dew point or meets the manufacturer’s recommendations. Painting operations shall be discontinued when the surface temperature exceeds the paint manufacturer’s recommendations. Markings shall not be applied when the wind speed exceeds 10 mph unless windscreens are used to shroud the material guns.

620-3.2 EQUIPMENT. Equipment shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, a bead dispensing machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type or airless-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall apply markings of uniform cross-sections and clear-cut edges without running or spattering and without over spray.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, laitance, or other foreign material that would reduce the bond between the paint and the pavement. The area to be painted shall be cleaned by waterblasting, sandblasting, or by other methods approved by the Engineer as required to remove all contaminants without damage to the pavement surface. Use of any chemicals or impact abrasives during surface preparation shall be approved in advance by the Engineer. After the cleaning operations, sweeping, blowing, or rinsing with pressurized water shall be performed to ensure the surface is clean and free of grit or other debris left from the cleaning process.

~~At least 24 hours prior to remarking existing markings, the existing markings must be removed such that 75% of the existing markings are removed with low (3,500-10,000 psi) waterblaster. After waterblasting, the surface shall be cleaned of all residue or debris either with sweeping or blowing with compressed air or both.~~

620-3.4 LAYOUT OF MARKINGS. The proposed markings shall be laid out in advance of the paint application. ~~The locations of markings to receive glass beads shall be shown on the plans. Glass beads shall be applied to all final reflective pavement markings.~~

620-3.5 APPLICATION. Paint shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface has been approved by the Engineer. The edges of the markings shall not vary from a straight line more than 1/2 inch in 50 feet, and marking dimensions and spacings shall be within the following tolerances:

Dimension and Spacing	Tolerance
36 inch or less	±1/2 inch
greater than 36 inch to 6 feet	±1 inch
greater than 6 feet to 60 feet	±2 inch
greater than 60 feet	±3 inch

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate shown in Table 1. The addition of thinner will not be permitted.

Prior to the initial application of markings, the Contractor shall certify in writing that the surface has been prepared in accordance with the paint manufacturer's requirements, that the application equipment is appropriate for the marking paint and that environmental conditions are appropriate for the material being applied. This certification along with a copy of the paint manufacturer's application and surface preparation requirements must be submitted to the Engineer prior to the initial application of markings.

620-3.6 TEST STRIP. Prior to the full application of airfield markings, the Contractor shall produce a test strip in the presence of the Engineer. The test strip shall include the application of a minimum of 5 gallons of paint and application of 35 lbs of Type I/50 lbs of Type III glass beads. The test strip shall be used to establish thickness/darkness standard for all markings. The test strip shall cover no more than the maximum area prescribed in Table 1 (e.g., for 5 gallons of waterborne paint shall cover no more than 575 square feet).

TABLE 1. APPLICATION RATES FOR PAINT AND GLASS BEADS

Paint Type	Paint Square feet per gallon, ft ² /gal	Glass Beads, Type I, Gradation A Pounds per gallon of paint—lb./gal.	Glass Beads, Type III Pounds per gallon of paint—lb./gal.	Glass Beads, Type IV Pounds per gallon of paint—lb./gal.
Waterborne Type I or II	115 ft ² /gal maximum	7 lb./gal. minimum	10 lb./gal. minimum	--

Note: The glass bead application rate for Red and Pink paint shall be reduced by 2 lb/gal for Type I and Type IV beads. Type III beads shall not be applied to Red or Pink paint.

Glass beads shall be distributed upon the marked areas at the locations shown on the plans to receive glass beads immediately after application of the paint. A dispenser shall be furnished that is properly designed for attachment to the marking machine and suitable for dispensing glass beads. Glass beads shall be applied at the rate shown in Table 1. Glass beads shall not be applied to black paint or green paint. Glass beads shall adhere to the cured paint or all marking operations shall cease until corrections are made. Different bead types shall not be mixed. Regular monitoring of glass bead embedment should be performed.

All emptied containers shall be returned to the paint storage area for checking by the Engineer. The containers shall not be removed from the airport or destroyed until authorized by the Engineer.

620-3.7 APPLICATION — PREFORMED AIRPORT PAVEMENT MARKINGS.

~~— a. Asphalt and Portland Cement To ensure minimum single pass application time and optimum bond in the marking/substrate interface, the materials must be applied using a variable speed self-propelled mobile heater with an effective heating width of no less than 16 feet and a free span between supporting wheels of no less than 18 feet. The heater must emit thermal radiation to the marking material in such a manner that the difference in temperature of 2 inches wide linear segments in the direction of heater travel must be within 5% of the overall average temperature of the heated thermoplastic material as it exits the heater. The material must be able to be applied at ambient and pavement temperatures down to 35°F without any preheating of the pavement to a specific temperature. The material must be able to be applied without the use of a thermometer. The pavement shall be clean, dry, and free of debris. A non-volatile organic content (non-VOC) sealer with a maximum applied viscosity of 250 centiPoise must be applied to the pavement shortly before the markings are applied. The supplier must enclose application instructions with each box/package.~~

620-3.8 PROTECTION AND CLEANUP. After application of the markings, all markings shall be protected from damage until dry. All surfaces shall be protected from excess moisture and/or rain and from disfiguration by spatter, splashes, spillage, or drippings. The Contractor shall remove from the work area all debris, waste, loose or unadhered reflective media, and by-products generated by the surface preparation and application operations to the satisfaction of the Engineer. The Contractor shall dispose of these wastes in strict compliance with all applicable state, local, and Federal environmental statutes and regulations.

620-3.9 REMOVAL OF EXISTING MARKINGS. *The existing pavement markings shown on the plans to be removed shall be removed without damaging the existing pavement. The markings shall be removed through the use of high-pressure water or other methods approved by the Engineer before removal operations begin. For areas to be repainted, the existing painted surface shall be cleaned by high-pressure water blasting or sand blasting, as required, to remove all foreign material which would reduce the bond between the new paint and the old paint. Any area damaged or scarred by removal operations shall be repaired with a coal-tar fog sealer that has been approved by the Engineer.*

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the number of square feet of painting with or without reflective media performed in accordance with the specifications and accepted by the Engineer.

620-4.2 *Pavement marking removal shall be measured by number of square feet of markings removed in accordance with the specifications and accepted by the Engineer.*

BASIS OF PAYMENT

620-5.1 Payment shall be made at the respective contract price per square foot for runway and taxiway painting, with or without reflective media. This price shall be full compensation for furnishing all materials, including reflective media, and for all labor, equipment, tools, and incidentals necessary to complete the item.

620-5.2 *Payment shall be made at the contract unit price per square foot for paint removal. The price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.*

Payment will be made under:

Item P-620-5.1a	Runway and Taxiway Painting (Reflective) – per Square Foot
Item P-620-5.1b	Runway and Taxiway Painting (Non-Reflective) – per Square Foot
Item P-620-5.2	<i>Pavement Marking Removal – per Square Foot</i>

TESTING REQUIREMENTS

ASTM C371	Standard Test Method for Wire-Cloth Sieve Analysis of Nonplastic Ceramic Powders
ASTM D92	Standard Test Method for Flash and Fire Points by Cleveland Open Cup Tester
ASTM D711	Standard Test Method for No-Pick-Up Time of Traffic Paint
ASTM D968	Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive
ASTM D1652	Standard Test Method for Epoxy Content of Epoxy Resins
ASTM D2074	Standard Test Method for Total, Primary, Secondary, and Tertiary Amine Values of Fatty Amines by Alternative Indicator Method
ASTM D2240	Standard Test Method for Rubber Property - Durometer Hardness
ASTM D7585	Standard Practice for Evaluating Retroreflective Pavement Markings Using Portable Hand-Operated Instruments

ASTM E1710	Standard Test Method for Measurement of Retroreflective Pavement Marking Materials with CEN-Prescribed Geometry Using a Portable Retroreflectometer
ASTM E2302	Standard Test Method for Measurement of the Luminance Coefficient Under Diffuse Illumination of Pavement Marking Materials Using a Portable Reflectometer
ASTM G154	Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials

MATERIAL REQUIREMENTS

ASTM D476	Standard Classification for Dry Pigmentary Titanium Dioxide Products
40 CFR Part 60, Appendix A-7, Method 24	Determination of volatile matter content, water content, density, volume solids, and weight solids of surface coatings
29 CFR Part 1910.1200 Hazard Communication	
FED SPEC TT-B-1325D	Beads (Glass Spheres) Retro-Reflective
American Association of State Highway and Transportation Officials (AASHTO) M247	Standard Specification for Glass Beads Used in Pavement Markings
FED SPEC TT-P-1952E	Paint, Traffic and Airfield Marking, Waterborne
Commercial Item Description A-A-2886B	Paint, Traffic, Solvent Based
FED STD 595	Colors used in Government Procurement
AC 150/5340-1	Standards for Airport Markings

END OF ITEM P-620

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RESOLUTION NO. 123-15

A RESOLUTION TO APPROVE TASK ORDER NO. 3 WITH GARVER, LLC IN THE AMOUNT OF \$23,500.00 FOR DESIGN, BIDDING AND CONSTRUCTION OVERSIGHT SERVICES FOR THE AIRPORT AIRFIELD MARKING REHABILITATION PROJECT, TO ACCEPT A 90/10 GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$179,880.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

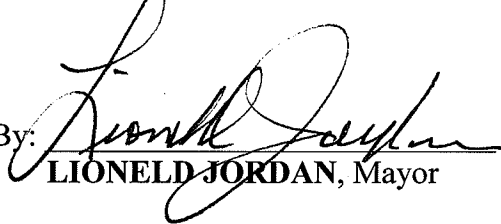
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Task Order No. 3 with Garver, LLC in the amount of \$23,500.00 for design, bidding and construction oversight services for the Airport Airfield Marking Rehabilitation Project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts a 90/10 grant from the Arkansas Department of Aeronautics in the amount of \$179,880.00.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED this 21st day of July, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk Treasurer



City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: _____		Date: _____ Tentative Agenda 8/18/2015 Page 239 of 863		
Vendor #: _____ Vendor Name: Hi-Lite Airfield Services							P.O Number: _____		Legistar#: 2015-0363		
							Address: 18249 Hi-Lite Dr				FOB Point: _____
City: Adams Center				State: NY		Zip Code: 13606		Ship to code: _____		Quotes Attached ☐ YES ☐ NO	
Requester: _____						Requester's Employee #: _____		Extension: _____		Expected Delivery Date: 09/15/15	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #		
1	Airport Pavement Painting & Signs	1	LS	88,492.50	\$88,492.50	5550.3960.5804.00	15030.1				
2	Bid #15-45, Res # _____				\$0.00						
3	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: \$88,492.50				
							Tax: \$0.00				
Approvals:							Total: \$88,492.50				
							Mayor: _____				
							Department Director: _____				
							Purchasing Manager: _____				
Chief Financial Officer: _____					Budget Director: _____						
IT Director: _____					Dispatch Manager: _____						
Utilities Manager: _____					Other: _____						



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 2 of 863

Text File

File Number: 2015-0364

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF INTENT TO ACCEPT SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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 Mayor Jordan to sign a letter of intent to accept Special Needs Assistance Program grants through the U.S. Department of Housing and Urban Development.

City of Fayetteville Staff Review Form

2015-0364

Legistar File ID

8/18/2015

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

Yolanda Fields

7/31/2014

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends that a letter of intent be approved and that the authority be given to the Mayor to execute grant agreements for Special Needs Assistance Program (SNAP) grants which total approximately \$522,891.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?		Item Cost	
Budget Adjustment Attached?		Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council
THRU: Jeremy Pate, Dir. Development Services
FROM: Yolanda Fields, Dir. Community Resources
DATE: July 31, 2015
SUBJECT: Special Needs Assistance Programs Grants Letter of Intent

RECOMMENDATION:

Staff recommends that a letter of intent be approved and that the authority be given to the Mayor to execute grant agreements for Special Needs Assistance Program (SNAP) grants which total approximately \$522,891.

BACKGROUND:

The funds have been released and are at risk of reallocation out of the Fayetteville area. The Special Needs Assistance Program funds would keep homeless assistance programs viable in the Fayetteville area. HUD has provided an attachment that includes grant information for each grant, along with grant balances and the grants are all active. The HUD Little Rock Field Office has approached the City of Fayetteville to prevent the loss of grant funds that support our most vulnerable population of individuals, families and veterans who are experiencing homelessness. The grants were administered by Seven Hills Homeless Center. The Seven Hills Homeless Center, Executive Director provided HUD with a written notice on July 17 stating Seven Hills Homeless Center could no longer administer HUD's homeless program due to the agency's current financial situation.

DISCUSSION:

In order for the funding reallocation process to begin a letter of intent must be submitted to the HUD Little Rock Fields Office as soon as possible.

BUDGET/STAFF IMPACT:

None

Attachments:

HUD - Seven Hills Grant Information
Letter of Intent

Seven Hills Grant Information

1. AR0038L6F011301

Grant Period: September 1, 2014 – August 1, 2015

Component Type: Transitional Housing

Grant Award: \$186,095 **balance \$115,819**

Tenant Based Rental Assistance

Supportive Services

Administration

FY14 Renewal

AR0038L6F011401

Grant Period: September 1, 2015 – August 1, 2016

Component Type: Transitional Housing

Grant Award: \$188,525

Tenant Based Rental Assistance

Supportive Services

Administration

- 12 Months grant period.
- The grant was awarded to provide housing and services ten (10) individuals and eight (8) families who are homeless.
- Maximum length of stay in a transitional housing program is twenty-four (24) months.
- Grant budget and subpopulations may be amended all cost must be eligible based on CoC Program Interim Rule at 24 CFR 578.
- All eligible funding costs except leasing must be matched with no less than a 25 percent cash or in-kind match.

2. AR0039L6F011401

Grant Period: February 1, 2015 – January 31, 2016

Component Type: Permanent Supportive Housing

Grant Award: \$35,476

Tenant Based Rental Assistance

Supportive Services

Administration

- 12 Months grant period.
- The grant was awarded to provide permanent housing and services three individuals and one family who are chronically homeless and has a disability. (person with disability can be adult or child in family)
- Housing length of stay is indefinite.
- Grant budget and subpopulations may be amended all cost must be eligible based on CoC Program Interim Rule at 24 CFR 578.
- All eligible funding costs except leasing must be matched with no less than a 25 percent cash or in-kind match.

3. AR0043B6F011100

Grant Period: April 1, 2014 – March 31, 2016

Component Type: Permanent Supportive Housing

Grant Award: \$354,510 balance **\$240,059.81**

Leasing

Supportive Services

Administration

- 24 Months grant period.
- The grant was awarded to provide permanent housing and services three individuals and thirteen families who are homeless and has a disability.
- Housing length of stay is indefinite.
- Grant budget and subpopulations may be amended all cost must be eligible based on Supportive Housing Program at 24 CFR 583.
- Supportive Service must be cash match at 20% supportive service total budget.

4. AR0044B6F011100

Grant Period: September 1, 2015 – August 31, 2016

Component Type: Permanent Supportive Housing

Grant Award: \$68,830 **balance \$58.830.33**

Leasing

Supportive Services

Administration

- 24 Months grant period.
- The grant was awarded to provide permanent housing and services three individuals and one family who are chronically homeless with a disability. (person with disability can be adult or child in family)
- Housing length of stay is indefinite.
- Grant budget and subpopulations may be amended all cost must be eligible based on Supportive Housing Program at 24 CFR 583.
- Supportive Service must be cash match at 20% supportive service total budget.



Sandra Lewis-Payne
U.S. Dept. of HUD
425 West Capitol Ave., Suite 1000
Little Rock, AR 72201

RE: Letter of Intent – Grant Funding (AR0043B6F011100, AR0044B6F011100,
AR0038L6F011301, AR0038L6F011401 and AR0039L6F011401)

Dear Ms. Lewis-Payne:

This letter of intent is being submitted to advise you of the City of Fayetteville's intent to accept the above listed Special Needs Assistance Program grants. Our community has built a long standing partnership with your office and we hope to continue to work on the challenges facing our community members in need.

As we move forward in the process of transition on this grant funding please let me if I may be of further assistance. Thank you for this opportunity to assist our community in meeting the challenges of the homeless population.

Sincerely,

Mayor Lioneld Jordan



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: **Kit Williams, City Attorney**

FROM: **Blake Pennington, Assistant City Attorney** 

DATE: **August 5, 2015**

RE: **Special Needs Assistance Program (SNAP) Grants**

Given the breadth and costs of these SNAP grants (five individual grant programs totaling more than \$500,000.00), I believed it was appropriate to have the City Council specifically authorize the Mayor to sign a letter of intent which will get the City to the next steps in the grant process. Signing the letter of intent does not bind the City to administer these grant programs.

After the letter of intent is submitted, HUD will prepare grant agreements that will require separate approval by the City Council and the Mayor. These grant agreements will need to be carefully reviewed by the Administration, the City Attorney's office and the City Council before the City agrees to administer the grant programs.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 2 of 863

Text File

File Number: 2015-0365

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

ARKANSAS HISTORIC PRESERVATION PROGRAM GRANT

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, FOR THE HIRING OF A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND FOR REPAIR AND RECONSTRUCTION OF FENCING AT OAKS CEMETERY; 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 grant agreement with the Arkansas Historic Preservation Program in the amount of \$13,150.00 for travel and training, for the hiring of a qualified consultant to research and catalog historic structures, and for the repair and reconstruction of fencing at Oaks Cemetery.

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.

RESOLUTION NO.

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, TO HIRE A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND TO REPAIR AND RECONSTRUCT FENCING AT OAKS CEMETERY; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE GRANT REVENUE.

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 grant agreement with the Arkansas Historic Preservation Program in the amount of \$13,150.00 for travel and training, for hiring a qualified consultant to research and catalog historic structures, and repair and reconstruction of fencing at Oaks Cemetery.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing the grant revenue.

PASSED and APPROVED this day of , 2015.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville Staff Review Form

2015-0365

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

7/31/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$13,150.00.

Budget Impact:

1010.6300.5304.00/1010.6300.5315.00

General

Account Number

Fund

36024.1501

Historic Preservation Travel & Training

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 13,150.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 13,150.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: July 31, 2015

SUBJECT: Approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$13,150.00.

RECOMMENDATION:

Planning Staff recommends approval of a budget adjustment and contract with the Arkansas Historic Preservation Program to receive a Certified Local Government grant in the amount of \$13,150.00.

BACKGROUND:

Planning staff has applied for and received a Certified Local Government (CLG) grant in several years past to pay for travel and training for the Historic District Commission and City staff. Funding has also been provided for preservation projects that increase the community's awareness and understanding of historic preservation values.

DISCUSSION:

Planning staff and the Historic District Commission have requested grant funding in the amount of \$500.00 for travel and training, \$5,000.00 to hire a qualified consultant to research and catalog historic properties, and \$7,650.00 for repair work at Oaks Cemetery.

BUDGET/STAFF IMPACT:

The City will provide in-kind services for approximately \$9,270.00 in the form of staff time. Jesse Fulcher, Senior Planner, will spend approximately 15% of his time providing support to the Historic District Commission and administering the grant.

Attachments:

CC Ordinance
Certified Grant Agreement
Budget Adjustment Form

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 15-CLG-04

This agreement is entered into between the **City of Fayetteville**, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$13,150** for the purpose of **providing training for the Historic District Commission and staff, hiring a qualified consultant to research significant historic structures in Fayetteville, and fund the repair and reconstruction of an existing fence and placement of an identifying plaque at the Oaks Cemetery.**

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

- A. The City will send one or more representatives of its Historic District Commission or staff quarterly training meetings to be announced by AHPP.
\$500 is designated for this activity.
- B. The City will hire a qualified consultant to research significant historic structures in Fayetteville to support the development of online GIS storymaps.
\$5,000 is designated for this activity.
- C. The City will fund the repair and reconstruction of an existing fence and placement of an identifying plaque at the Oaks Cemetery.
\$7,650 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on July 1, 2015, and shall extend until June 30, 2016.

III. SCHEDULE OF PAYMENTS

One half of the full grant amount shall be paid to the City upon a request for payment to AHPP to be submitted no earlier than July 1, 2015. The remaining half shall be paid to the City upon a request for payment to AHPP to be submitted no later than May 31, 2016.

IV. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to review practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable time frame.

V. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:
 - September 30, 2015
 - December 31, 2015
 - March 31, 2016
 - June 30, 2016 (Final)
- B. The City will submit a final project report detailing all completed projects and including 5 copies each of all publications no later than June 30, 2016.
- C. If changes in agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP.

VI. COMPLIANCE

- A. All policies and procedures of the Department of the Interior, the National Park Service as well as Federal regulations concerning expenditures of all Federal funds must be followed by the AHPP and all subgrant recipients. All grant projects will be administered by the AHPP in accordance with the Historic Preservation Fund Grants Manual, particularly "Chapter 9: Certified Local Governments". Separate financial records for each project will be maintained by the AHPP following Office of Management and Budget Guidelines. The City must maintain efficient and effective accountability and control of all funds received and expended under a subgrant from the AHPP.
- B. The City agrees to the right of the AHPP director to review and comment on art set-up, written narrative of any printed material, and audio visual material produced by the grant prior to final printing or production and distribution.
- C. The City must supply the State with evidence of compliance with Federal competitive procurement requirements for professional services and subcontractors prior to reimbursement.
- D. All products and projects must comply with the applicable Secretary of the Interior's *Standards for the Rehabilitation of Historic Properties*. The *Standards* are:
 - 1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

E. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this

agreement.

- F. **EASEMENTS:** The City will donate to AHPP a conservation easement on the property of any historic structure(s) being restored, rehabilitated, or repaired as a part of any project(s) utilizing ten thousand dollars (\$10,000) or more of AHPP funds. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released.

VII. MANAGEMENT AND BUDGET GUIDELINES

The City must assure and certify that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally-assisted project, as contained in attachment G of OMB circular A-102. Also the City assures and certifies that:

- A. The City will comply with and administer the project in conformance with the Civil Rights Act of 1964 (Public Law 88-352), as amended; as well as 43 CFR 17 and Part 506 of the Department Manual issued by the Department of the Interior; and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against the handicapped. Title VI of the Civil Rights Act of 1964 stated that no person will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this agreement;
- B. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its subgrantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17;
- C. The City will give AHPP and the National Park Service or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant;
- D. The City must comply with Federal competitive procurement requirements for

professional services and subcontractors and will provide documentation of such compliance upon request.

- E. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments.
- F. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, the AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in OMB Circular A102, attachment C, for at least three (3) years or until all claims or audit findings have been resolved.
- G. Lobbying with appropriated funds. Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress be used directly or indirectly to pay for any personal services, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member or Congress, through the proper official channels, requests for legislation OPR appropriation which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the Congress, commonly referred to as "lobbying," are unallowable as charges to NPS assisted grants.
- H. The City must submit acceptable Federal and non-Federal share supporting documentation prior to reimbursement.
- I. In addition to the terms detailed in this grant agreement, all Federal requirements governing grants (Office of Management and Budget Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable.

VIII. PUBLICATIONS AND PUBLIC INFORMATION

An acknowledgment of National Park Service and Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *The activity which is the subject of this (type of publication) has been financed (in part/entirely) with Federal funds from the National Park Service, Department of the Interior, administered through the Arkansas Historic Preservation Program, an agency of the Department of Arkansas Heritage. However, the contents and opinions do not necessarily reflect the views or*

policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior or the Arkansas Historic Preservation Program.

Press releases, publications, and other public dissemination of information by the City made possible by a grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Department of Arkansas Heritage grant support. A minimum of three full-color printed copies and one digital copy of any publication will be furnished to AHPP, which will transmit two copies to the National Park Service.

All printed material (publications, brochures, etc.) will be printed on recycled paper using soybean ink in accordance with Executive Proclamation Order #90-1.

IX. LIMITATION OF LIABILITY

The AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a subgrant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 SFR 1910).

X. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to initiate project work.
- C. The City initiates work prior to receipt of written notification of project approval.
- D. Project work is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XI. AMENDMENTS

This agreement may be amended upon written request and approval by both parties

XII. APPROVAL OF AHPP

The City of Fayetteville is aware that this grant is contingent upon approval of the AHPP

and the availability of funds; and agrees that no work will begin on the project until written approval from the AHPP is received.

SIGNATURES

Frances McSwain
Director, Arkansas Historic Preservation Program
Deputy State Historic Preservation Officer

City of Fayetteville Signature

Name (printed)

Title

Date

Date

APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for survey and documentation services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
5. The City will ensure that any contractor engaged for survey and documentation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

2. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
3. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product.
4. The contractor must prepare and provide a brief context statement including the history of the property or area that is the subject of the survey and documentation, including suggestions for an appropriate period of significance, for submittal with completed survey forms.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared summarizing its history and any obvious changes to the building that appear to have occurred since its construction.
7. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
8. The contractor will provide UTM coordinates for each property.
9. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
10. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to

property data, databases, archival research, and photographs, to AHPP on request.

11. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. The contractor will provide one full-color copy and one digital copy of the final survey documents to the City and one full-color printed copy and digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register/Arkansas Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National or Arkansas Registers of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement includes duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National or Arkansas Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
5. The City will ensure that any contractor engaged for the preparation of National or Arkansas Register of Historic Places nomination preparation services funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History and/or Architectural History.

B. CONTRACTOR'S RESPONSIBILITIES

1. It is required that the contractor complete a National Register of Historic Places or Arkansas Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

2. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in *National Register Bulletin 16A: How to Complete the National Register Registration Form*.
3. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
4. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
5. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
6. Any contractor who has not submitted an accepted National Register or Arkansas Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
15. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
16. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
7. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

8. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
9. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
10. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.
11. The contractor will conduct meetings with AHPP as required to complete the project.
12. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
2. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National and Arkansas Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
3. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines and Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. The City will ensure that any contract for services funded under this agreement include duties and tasks as described in this appendix.
2. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request and will not publish such announcement or request until comments have been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP.
3. The City will submit a copy of any proposed contract for services funded under this agreement to AHPP prior to execution of the contract, and will not execute the contract until comments have been received by AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP.
4. The City will submit a draft copy of the design guidelines to AHPP for review and comment prior to final approval and printing, and will not give final approval to the product or proceed with final printing of the document until comments have been received by AHPP or fourteen (14) business days have elapsed since the date on which draft design guidelines have been received by AHPP.
5. The City will ensure that any contractor engaged to prepare design guidelines or preservation plans funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (36 CFR Part 61) in History, Architectural History, or Historic Architecture.

B. CONTRACTOR'S RESPONSIBILITIES

1. The contractor will draft design guidelines that include, at minimum:
 - a. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - b. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-20, et seq., and local ordinance;
 - c. A list of addresses within such historic;

- d. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - e. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - f. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 67.
 - g. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
2. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
3. The contractor will grant an irrevocable license for royalty-free use of any and all work product provided to the City or AHPP under a contract subject to this grant agreement in any publication, project, or other work produced by the City, any unit of the State of Arkansas, the Federal Government, or any employee, person, or organization under contract to the City, AHPP, any unit of the State of Arkansas or the Federal Government for the purpose of producing such a work, in furtherance of the mission of the City, AHPP, or other governmental agency.
4. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.
5. The contractor will provide one full-color printed final clean copy of the design guidelines and attachments and one digital copy of the design guidelines and attachments created to the City and three full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

1. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
2. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion.

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

Tentative Agenda
Page 266 of 863

Budget Year	Division: City Planning	Adjustment Number
2015	Dept.: Development Services	
	Requestor: Jesse Fulcher	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Certified Local Government (CLG) grant funds in the amount of \$500.00 for travel and training, \$5,000.00 to hire a qualified consultant to research and catalog historic structures, and \$7,650.00 to repair and reconstruct fencing at Oaks Cemetery.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/18/2015
	LEGISTAR FILE ID#:	2015-0365
	<i>Barbara Fell</i>	
	7/31/2015 4:30 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	13,150	13,150					v.20150402
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
1010.0001.4302.01	-	13,150	36024	1501	RE	State Grants - Operational	
1010.6300.5304.00	500	-	36024	1501	EX	Travel & Training	
1010.6300.5315.00	12,650	-	36024	1501	EX	Contract Services	
	-	-					
	-	-					
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City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 26 of 863

Text File

File Number: 2015-0249

Agenda Date: 8/18/2015

Version: 1

Status: Tabled

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 1

RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

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

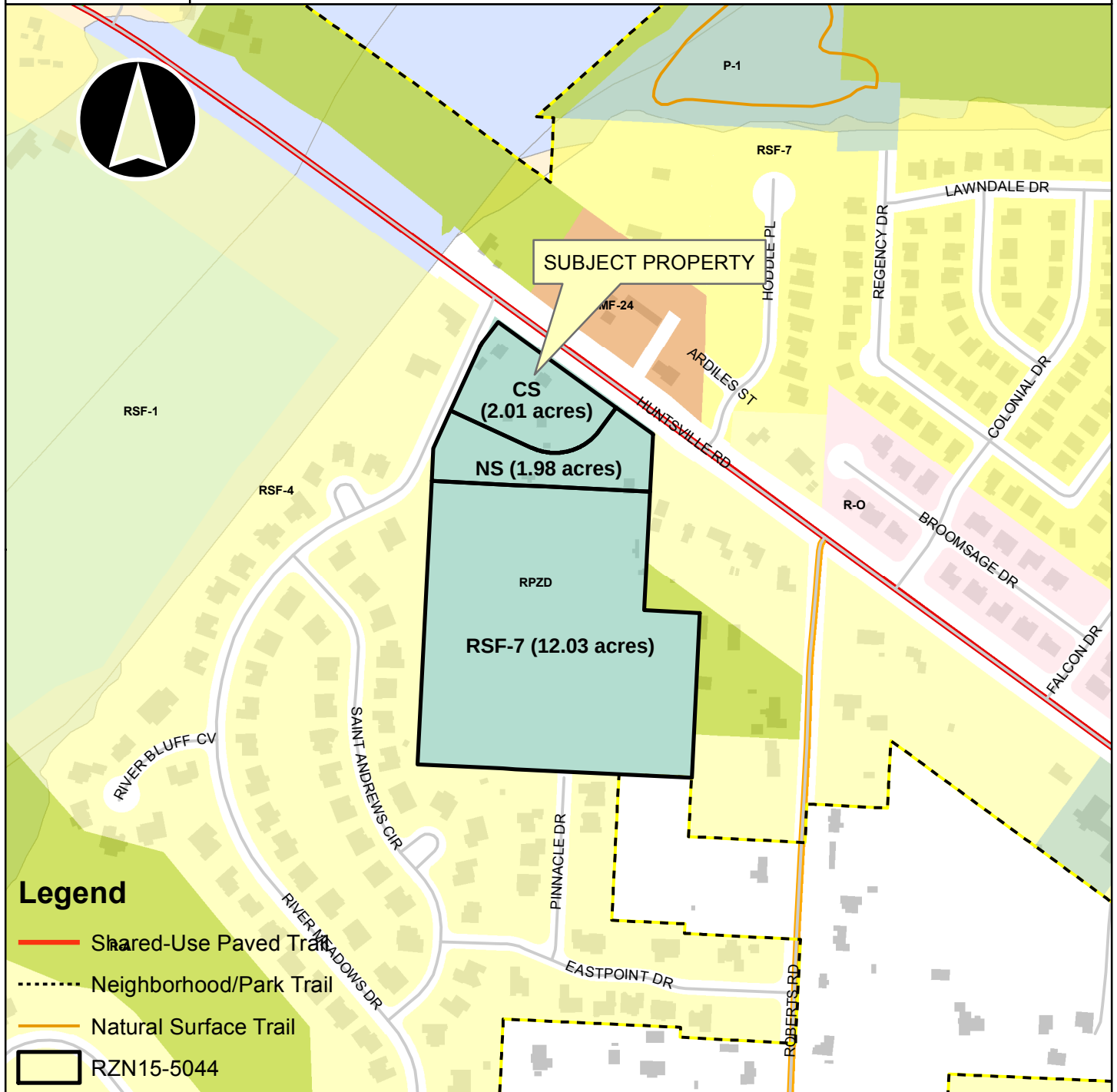
Section 1. That the City Council for the City of Fayetteville, Arkansas hereby changes the zone classification of the following described property from R-PZD 08-3071, Residential Planned Zoning District Bridgedale Plaza to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and 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.

RZN15-5044

THE PLAZA

Close Up View

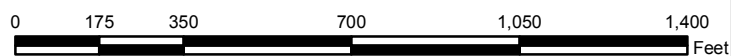


Legend

- Shared-Use Paved Trail
- - - - Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044

Overview

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- - - - Planning Area



RZN 15-5044

EXHIBIT 'B'

LEGAL DESCRIPTION: (ENTIRE TRACT)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 301.26 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53°59'33"E 439.95 FEET, THENCE S02°54'07"W 477.63 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 16.02 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (RSF-7, Residential Single Family Seven Units per Acre)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET TO THE P.O.B., THENCE N02°51'17"E 769.60 FEET, THENCE S87°08'43"E 593.04 FEET, THENCE S02°54'07"W 321.93 FEET, THENCE S86°54'34"E 150.65 FEET, THENCE S02°46'49"W 446.94 FEET, THENCE N87°12'11"W 513.27 FEET, THENCE N87°02'40"W 230.74 FEET TO THE P.O.B.; CONTAINING 12.03 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (NS, Neighborhood Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 769.60 FEET TO THE P.O.B., THENCE N02°51'17"E 87.89 FEET, THENCE N24°33'07"E 112.82 FEET, THENCE S65°26'17"E 241.92 FEET, THENCE ALONG A CURVE TO THE LEFT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF N75°17'56"E 189.87 FEET, THENCE N36°02'08"E 75.63 FEET, THENCE S53°59'33"E 124.56 FEET, THENCE S02°54'07"W 155.70 FEET, THENCE N87°08'43"W 593.04 FEET TO THE P.O.B.; CONTAINING 1.98 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LEGAL DESCRIPTION: (CS, Community Services)

A PART OF THE W1/2 OF THE NW1/4 OF SECTION 19, T16N, R29W IN WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID SECTION 19 THENCE N02°46'52"E 3400.63 FEET, THENCE N02°51'17"E 857.50 FEET, THENCE N24°33'07"E 112.82 FEET TO THE P.O.B., THENCE N24°33'07"E 188.43 FEET, THENCE ALONG A CURVE TO THE RIGHT 19.81 FEET, SAID CURVE HAVING A RADIUS OF 89.00 FEET AND A CHORD BEARING AND DISTANCE OF N30°55'40"E 19.77 FEET, THENCE N37°18'14"E 65.78 FEET, THENCE S54°18'58"E 79.68 FEET, THENCE S53° 59'33"E 315.39 FEET, THENCE S36°02'08"W 75.63 FEET, THENCE ALONG A CURVE TO THE RIGHT 205.58 FEET, SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CHORD BEARING AND DISTANCE OF S75°17'56"W 189.87 FEET, THENCE N65°26'17"W 241.92 FEET TO THE P.O.B.; CONTAINING 2.01 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

City of Fayetteville Staff Review Form

2015-0249

Legistar File ID

6/2/2015

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

Jeremy Pate

5/15/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569): Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 2, 2015

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: May 15, 2015

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-7, Residential Single Family, 7 Units per Acre, NS, Neighborhood Services, and CS, Community Services.

BACKGROUND:

The subject property contains approximately 16.02 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 30,250 sq. ft. of non-residential space and 24 multi-family dwelling units over offices.

The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Land Use Compatibility:

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

Land Use Plan Analysis:

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily

residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area. The zoning proposal also provides the opportunity for a variety of dwelling types increasing diversity and vibrancy in the community.

Goal 3 in City Plan 2030 states that, "We will make traditional town form the standard". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

DISCUSSION:

On May 11, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 6-1-0 (Commissioner Brown voted 'no'). At the Planning Commission meeting three members of the public spoke against the rezoning citing concerns with traffic, property values, and flooding.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: May 11, 2015 Updated with Planning Commission results

SUBJECT: **RZN 15-5044: Rezone (4065 E. HUNTSVILLE RD./THE PLAZA, 569):**
 Submitted by JORGENSEN & ASSOCIATES for property located at the 4065 E. HUNTSVILLE RD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 16.02 acres. The request is to rezone the property to RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property contains approximately 15.95 acres located at the southeast corner of Highway 16 East and River Meadows Drive. All five parcels are zoned R-PZD Bridgedale Plaza, which was a mixed-use development approved by the City Council in 2008 by Ordinance No. 5197. The development was never constructed and the project has expired. The Bridgedale Plaza development was approved in three planning areas including 60 single family dwellings, 20,000 sq. ft. of non-residential space and 24 multi-family dwelling units over offices, and 20,000 sq. ft. of non-residential space. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single-family/multi-family	RMF-24, Residential Multi-family 24 units per acre; R-A, Residential Agricultural
South	Single-family	RSF-4, Residential Single-family; unincorporated county (1 dwelling per acre)
East	Single-family	RSF-4, Residential Single-family; R-A, Residential Agricultural
West	Single-family	RSF-4, Residential Single-family

Request: The request is to rezone the north 2.01 acres to CS, Community Services, the middle 1.98 acres to NS, Neighborhood Services, and the south 12.03 acres to RSF-7, Residential Single Family Seven Units per Acre.

Public Comment: Staff has received a phone call from a resident in the Stonebridge Meadows who discussed concerns with traffic and adverse impacts to property values..

INFRASTRUCTURE:

Streets: The subject parcel has access to River Meadows Drive to the northwest (Local Street), Huntsville Road (Hwy. 16) to the north (Principal Arterial Drive), and Pinnacle Drive (Local Street) to the south. Any required improvements to these streets will be determined at time of development. Previous improvements required with the Bridgedale Plaza PZD included the addition of right- and left-turn lanes on River Meadows at Highway 16; all standard improvements to Highway 16 and the potential for a center turn lane; and potential for construction of or contribution of payment for a traffic signal at River Meadows and Highway 16.

Water: Public water is available to the site. There are three locations where water can be accessed by this site. One is an existing 8-inch main along the property frontage of River Meadows Drive, another is the 12-inch main along the property frontage on Huntsville, and the last is along the south side of the property where an 8-inch main has been stubbed out from Pinnacle Dr. for future extension.

Sewer: Sanitary sewer is available to the site at multiple places. An 8-inch main runs along the southern side of the property near the stub out of Pinnacle Drive. There is also an 8-inch line stubbed out to the property along the property frontage of River Meadows Drive. Both of these connection points flow to Sanitary Sewer Lift Station #27. There is also gravity sewer available to the property along the Huntsville Road frontage.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. This property is not located within the floodplain, but the City's GIS mapping does indicate Hydric Soils near the northeast corner. Therefore, a wetlands determination will be necessary at the time of development. This parcel does not contain any protected streams per the Streamside Protection map. No portions of the subject parcel are located within the Hillside/Hilltop Overlay District.

Fire: The Fire Department did not express any concerns with this request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2030 FUTURE LAND USE PLAN:

*City Plan 2030 Future Land Use Plan designates this site as a **Residential Neighborhood Area**.*

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single-family, multi-family and row houses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors.

DISCUSSION:

FINDINGS OF THE STAFF

Recommendation: Staff recommends forwarding **RZN 15-5044** to the City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>May 11, 2015</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Hoskins</u>	Second: <u>Selby</u>	Vote: <u>6-1-0</u> (commissioner Brown voted 'no')	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: _____	☐ Approved	☐ Denied	
<i>Note: The Planning Commission recommended approval of the rezoning</i>			

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: In staff's opinion the three zoning districts proposed for the property are compatible with the surrounding land uses and consistent with land use planning objectives and land use plans.

The property is located along a busy highway corridor with single and multi-family homes to the north, standard subdivision lots to the west and south, and some larger lots of approximately one acre to the east. The proposed zoning for mixed use at the intersection and transitioning to single family zoning provides adequate transition and compatible uses with the surrounding single and multi-family dwellings.

The zoning is in compliance with many of the goals of City Plan 2030 in particular the mixed-use nature of the commercial, office, and different transitional zonings to create the opportunity for a viable neighborhood. The zoning proposal provides the opportunity for neighborhood services in an area where services are limited. These potential services could serve the surrounding primarily residential uses for commercial goods and services and provide an area in which residents can live, work, and play. Providing nodes of neighborhood commercial and mixed use zoning discourages sprawl, decreases a neighborhood's reliance on regional commercial developments, and can potentially reduce the number of vehicle trips in the area.

Goal 3 in City Plan 2030 states that, "*We will make traditional town form the standard*". This goal promotes a variety of uses within a neighborhood for daily needs and services within walking distance. In particular, the CS and NS zoning districts are form-based zones intended for buildings to create an inviting pedestrian streetscape with mixed-use buildings and residences close to the street, screening parking areas, and providing sidewalks in a traditional town form.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion the rezoning is justified and needed at this time. Currently, the property is zoned R-PZD Bridgedale Plaza, but all development rights have expired. This creates challenges for the current property owner and any future buyer, as nothing can be developed on the property without a rezoning.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently undeveloped and there are no development rights, since the PZD approval has expired. Any rezoning action will increase traffic congestion in the area. Highway 16 is a very congested roadway at peak times and in particular it is very difficult turning left out of River Meadows Drive onto Highway 16 during these times. However, any new development will also create the requirement for new streets and street improvements that will help facilitate additional traffic. With adequate street improvements required as part of the development to the surrounding street infrastructure, traffic danger and congestion should be minimized.

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 will likely increase population density and commercial intensity. There are adequate water and sewer services along and within this property to support future development. The Fayetteville Police and Fire Departments have not expressed concerns with this rezoning.

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

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.08; 161.16; 161.19
- Request letter
- Proposed Zoning Exhibit
- Bridgedale Plaza R-PZD 08-3071 site plan
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- One Mile Map

161.08 District RSF-7, Residential Single-Family – Seven Units Per Acre

(A) *Purpose* The RSF-7 Residential District is designed to permit and encourage the development of detached dwellings in suitable environments.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

Single-family dwelling units per acre	7 or less
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(D) *Bulk and area regulations.*

(E) *Lot width minimum.*

Single-family	60 ft.
Two-family	60 ft.
Townhouse, no more than two attached	30 ft.

(F) *Lot area minimum.*

Single-family	6,000 sq. ft.
Two-family	6,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(G) *Land area per dwelling unit.*

Single-family	6,000 sq. ft.
Two-family	3,000 sq. ft.
Townhouse, no more than two attached	3,000 sq. ft.

(H) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(I) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(J) *Building area.* The area occupied by all buildings shall not exceed 50% of the total lot area.

(Code 1991, §160.046; Ord. No. 3792, §4, 5-17-94; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Cross reference(s)--Variance, Ch. 156.

161.16 Neighborhood Services

- (A) *Purpose.* The Neighborhood Services district is designed to serve as a mixed use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business
Unit 24	Home occupations
Unit 41	Accessory dwelling units
Unit 44	Cottage Housing Development

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 40	Sidewalk cafes
Unit 45	Small scale production

(C) *Density.*

Units per acre	10 or less
----------------	------------

(D) *Bulk and Area*

(1) *Lot width minimum*

Single-family	35 feet
Two-family	70 feet
Three or more	90 feet
All other uses	None

(2) *Lot area minimum.*

Single-family	4,000 sq. ft.
Two-family or more	3,000 sq. ft. of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback regulations*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building height regulations.*

Building Height Maximum	45 ft.
-------------------------	--------

- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot.

(Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

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 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

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

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

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

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.
-------------------------	--------

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)



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

3/26/15

At: Andrew Garner
Re: Bridgedale Plaza Rezoning

Attached please find information pertaining to a rezoning request for Bridgedale Plaza. This project was previously processed as a PZD and due to the bad economy nothing was started so it has expired.

The owner would now like to request a rezoning as follows;

Area #1	to RSF -7
Area #2	to NS
Area #3	to CS

Area #1 consists of 12.03 acres and the request is to rezone to RSF-7 which would allow for 60' wide lots, 6000 sf minimum. Our plan shows a maximum 57 single family lots.

Area #2 consists of 1.98 acres and the request is to rezone to NS (Neighborhood services) serving as mixed use low intensity promoting walkable, pedestrian oriented neighborhood businesses.

Area #3 consist of 2.01 acres and the request is to rezone to CS (Community services) providing convenience goods and personal services.

This property is surrounded by RSF-4 to the west, south and partially to the east. A portion of the property to the east is R-A. Property to the north is RMF-24, RSF-7 and RSF-4. This property will be accessed by Pinnacle Drive to the south and River Meadows Drive and Hwy 16 to the north. Water and sewer will be accessed to the north, west and south.

Detention will be provided to the north and to the south.

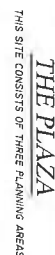
Please review and contact me concerning any questions you may have.

Sincerely;

David L. Jorgensen, P.E.

• PUBLIC WORKS • LAND DEVELOPMENT • WATER SYSTEMS • WASTEWATER SYSTEMS • LAND SURVEYING •

Tentative Agenda
Page 282 of 863



ENGINEER
JOSEPHINE A. ALBINO
CHIEF, THE ENGINEER
121 WEST SIMMONS
FAYETTEVILLE, AR 72701
(479) 642-9127

OWNER / DEVELOPER
CLINT MCANULTON
5381 ANGLASHIRE CIR
SPRINGDALE, AR 72762
727-671-1175

[illegible]

FEED DESCRIPTION (PLANTING AREA #2)

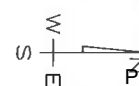
[illegible][illegible]

This property is just **ADVERTISED** for 125 years. Please call 800-855-8555 for more information.



JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

FILE NO.	DATE RECEIVED	ENTERED BY	DATE
DATE 7/24/80		DLJ	7/24/80
THE PLAZA			
REZONING REQUEST			



GRAPHIC SCALE

0 20 40 60

(30 FEET)

1 inch = 60 ft.

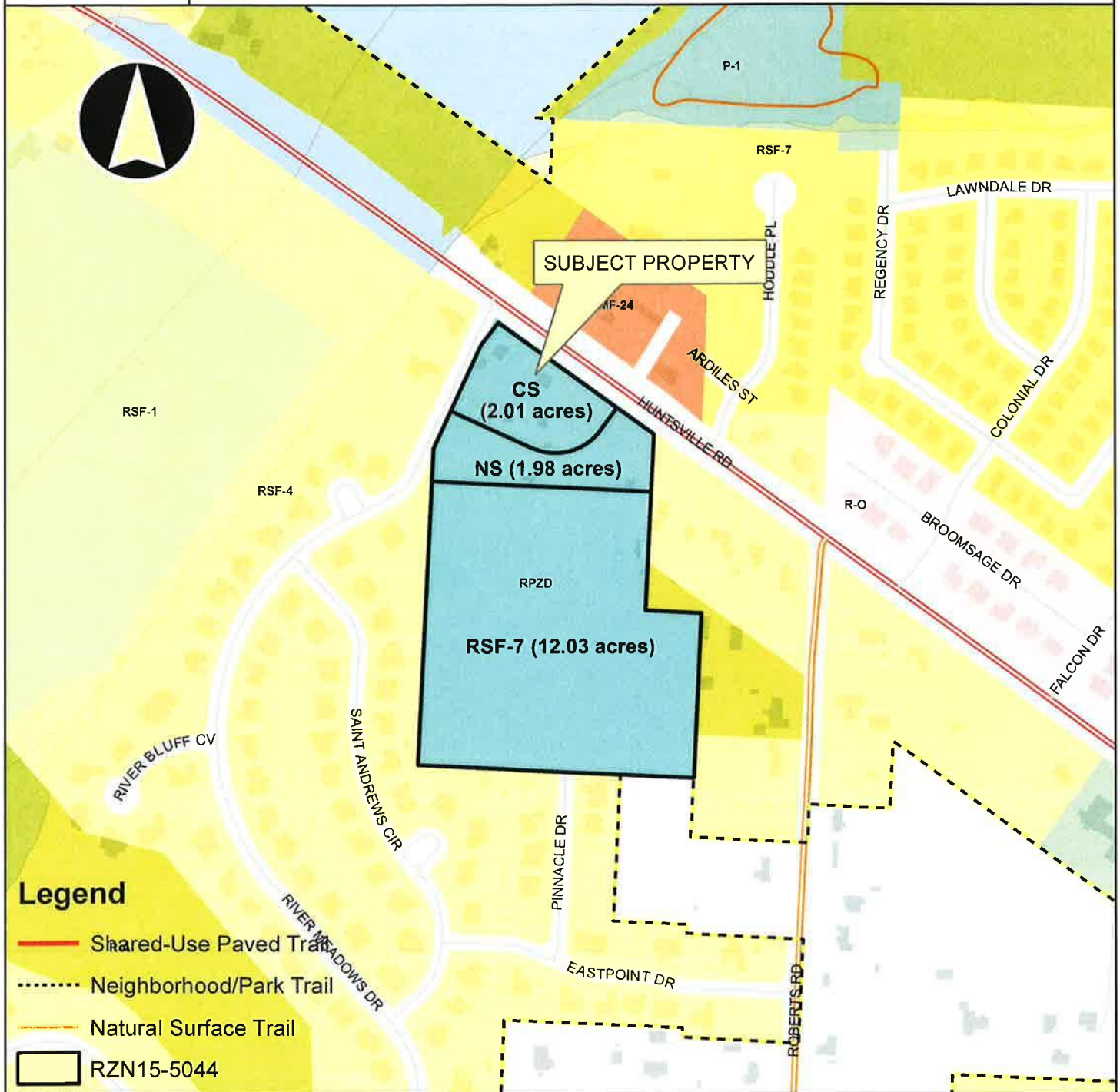


JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

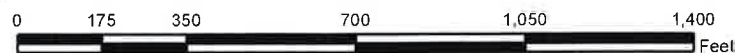
RZN15-5044

THE PLAZA

Close Up View



- Overview**
- Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Design Overlay District
 - Planning Area



RZN15-5044

THE PLAZA

Current Land Use



Legend

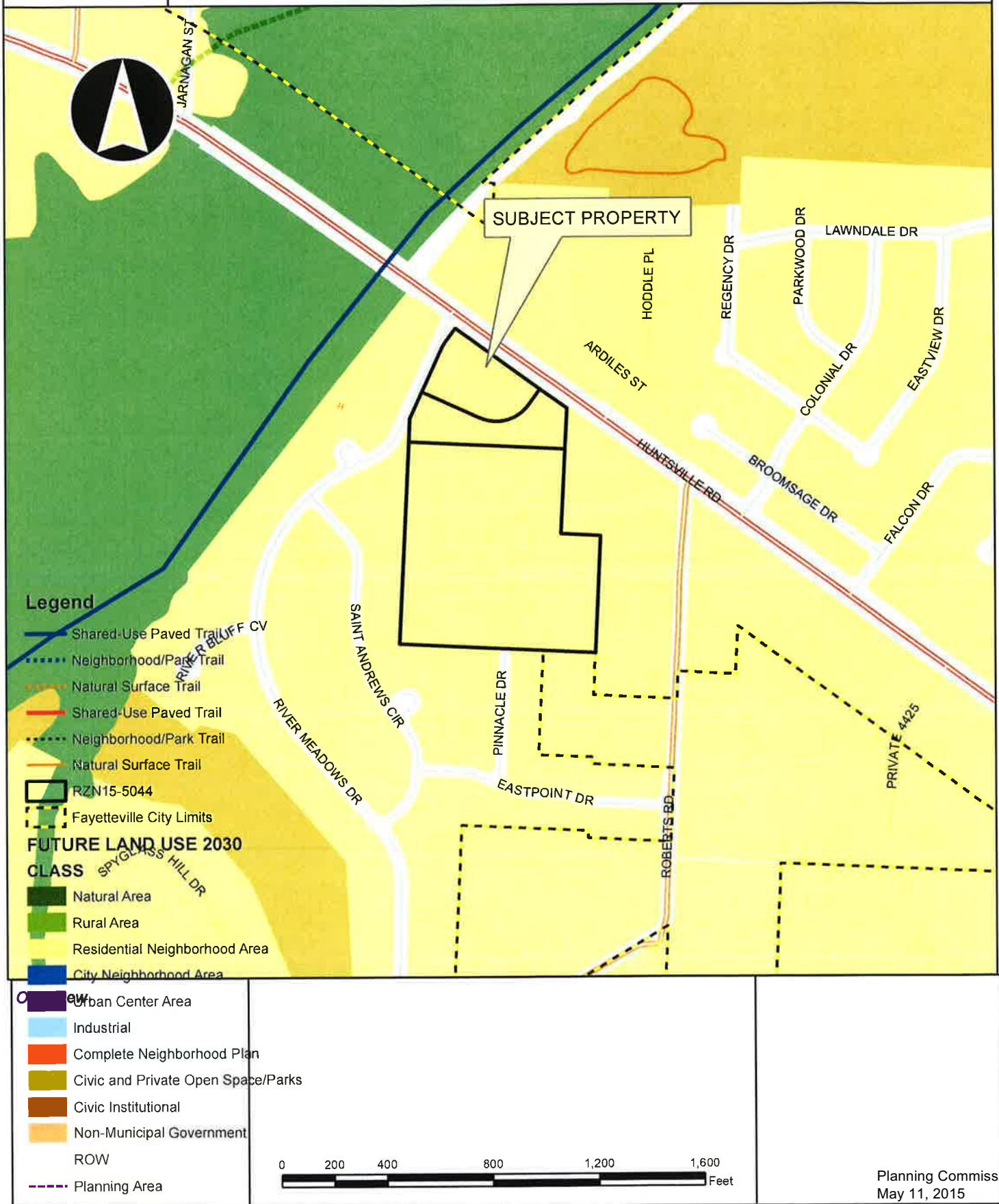
- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- RZN15-5044
- Fayetteville City Limits
- Design Overlay District
- Planning Area



RZN15-5044

THE PLAZA

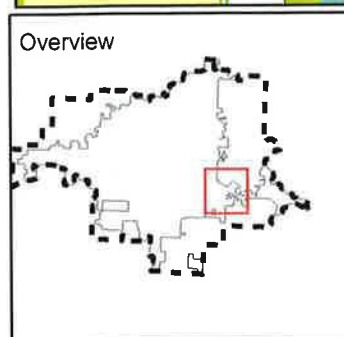
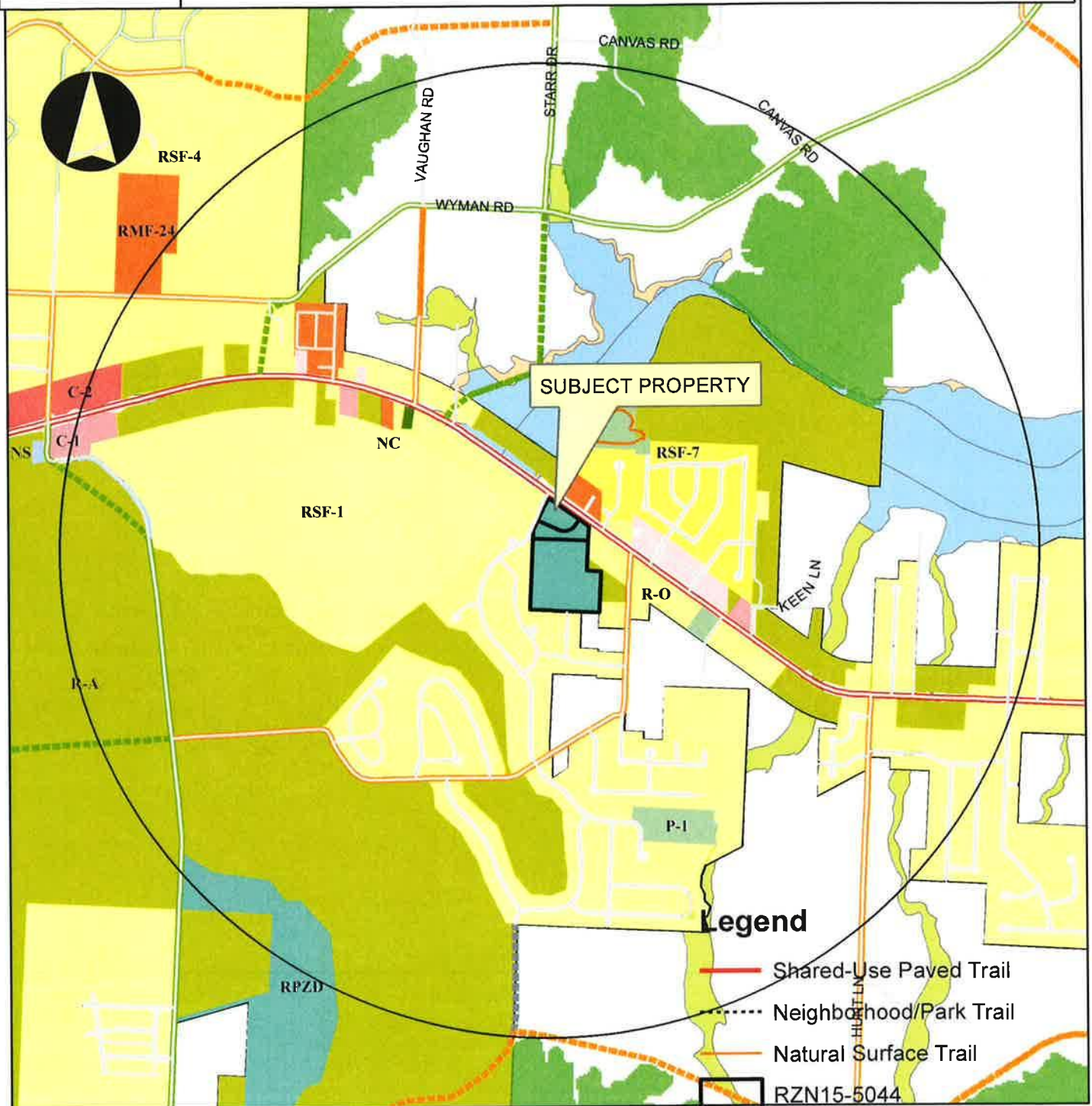
Future Land Use



RZN15-5044

THE PLAZA

One Mile View





Robert K. Rhoads
75 N. East Avenue, Suite 402
Fayetteville, AR 72701-5388
Direct Dial: (479) 973-5202
Facsimile: (479) 973-0520
rrhoads@hallestill.com

August 4, 2015

VIA E-MAIL CITYCLERK@FAYETTEVILLE-AR.GOV

Fayetteville City Council

Re: RZN 15-5044(4065 E. Huntsville Rd. /the Plaza)

Dear Members of the Council:

I represent the Developer, Bridgedale (the "Developer") in the above-referenced rezoning. If you will recall, in your July 7th meeting, this matter came up on the third (3rd) reading and after one member of the public and the Developer spoke, the council discussed it. However, before putting it to a vote, the Developer requested it be tabled in order to rework the plan. That has been done (see the new Plat attached) and what is new about it for presentation tonight is as follows:

The twelve-acre portion has been reclassified to request Neighborhood Conservation instead of RSF 7. As you know, Neighborhood Conservation allows for ten (10) lots per acre. However, the Developer will enter into a Bill of Assurance to limit the number of lots at 57 or 4.7 lots per acre. Also note that this is compatible with the surrounding area. I have enclosed a copy of a plat prepared by the Developer's engineer, showing that there are 16 developments around the area of The Plaza, with a total of 1224 lots (a good argument could be made that this project is the type of infill the City is looking for).

To show further the compatibility of The Plaza, the Planning Department supports the Project at the 4.7 lots per acre request. The prior PZD, from 2008, allowed 60 single family dwellings and 24 multi-family dwelling units over offices. On May 11, 2015 the Planning Commission voted in favor of this project 6 to 1. Further, on the July 7th meeting, Alderwoman Marsh stated this project "was compatible" and Alderman Mark Kinion indicated that "compatibility wasn't an issue." Actually, none of you specifically said the Project was incompatible.

In addition, the Developer will add five (5) other promises on a Bill of Assurance that speak to not only the single family twelve (12) acres, but also to the Residential Office and Community Service portions of the rezoning request. Those contractual promises are:

- 1) A gas station, although permitted by the zoning request, will not go on the property.

Fayetteville City Council
August 4, 2015
Page 2

- 2) There will be three points of ingress and egress, plus there will be a stub out to the East.
- 3) That Developer will pay his share of any future traffic signal.
- 4) That Developer will pay his fair share of work to alleviate an offsite drainage issue that the City and the Developer had planned to fix as stated in the original PDZ (there are neighbors, specifically on Robert's Road, that have been waiting for this fix since 2008).
- 5) In order to ease any traffic issues before the light can be installed, the Developer will pay a reasonable amount to re-stripe a third (3rd) turning lane (with the highway department's permission) to serve the main entrance for this development on Huntsville Road (based on the almost completed widening of Huntsville Road, this part of the road is currently wide enough where no further asphalt or dirt work would be needed).

The Developer for this Project has owned this property before it was a PZD, but unfortunately, due to the economy turn, couldn't develop it, and, as you know, it expired. What is unusual about this Developer is that this entire time, from before it was a PZD until today, he has lived on the property and therefore knows the benefit that the commercial services, and the offsite drainage fix, etc. will be for this neighborhood. Also, if people can get to the commercial services he plans to build without having to get on to Huntsville Road, that will lessen the burden on Huntsville Road. These commercial services would be accessible, not just to the people in this rezoning development, but to many of the people in Stone Bridge Meadows, Crescent Lake, the Hamptons, Bridgedale, etc.

In reviewing the Planning Department's Memo addressed to you on May 15th, 2015, I'd highlight a few things showing why you should support this project:

- 1) "The zoning is in compliance with many of the goals of City Plan 2030."
- 2) "The proposal provides the opportunity for neighborhood services in an area where services are limited."
- 3) "Providing nodes of neighborhood, commercial and mixed use zoning discourages sprawl...and can potentially reduce the number of vehicle trips in the area."

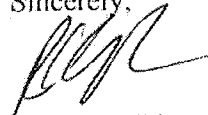
In a May 11th Memo from Andrew Garner to the Planning Commission, he talks about water and sewer being available on the site, a lot in part due to this Developer's contribution to the water and sewer lines going under the west fork of the White River back when he had the PZD. That is, he contributed (\$850,000) with other developers to make that happen potentially serving not only his development but the area in general. In that same Memo, Mr. Garner indicates that in regard to the subject of drainage, any additional requirements would be determined at that time of the development. As Kit can confirm, drainage should not be a

Fayetteville City Council
August 4, 2015
Page 3

determining factor to rezone, instead you should be looking at compatibility. Nonetheless, this Developer believes that between him and the City's requirements, since this area is not in the flood plain, he will be able to do the things necessary to hopefully help any issue that might already exist in the surrounding areas.

I thank you for your consideration. Myself, as well as Mr. Jorgensen, will be available for questions tonight at the meeting. Unfortunately, the Developer is unable to be there. See you tonight.

Sincerely,



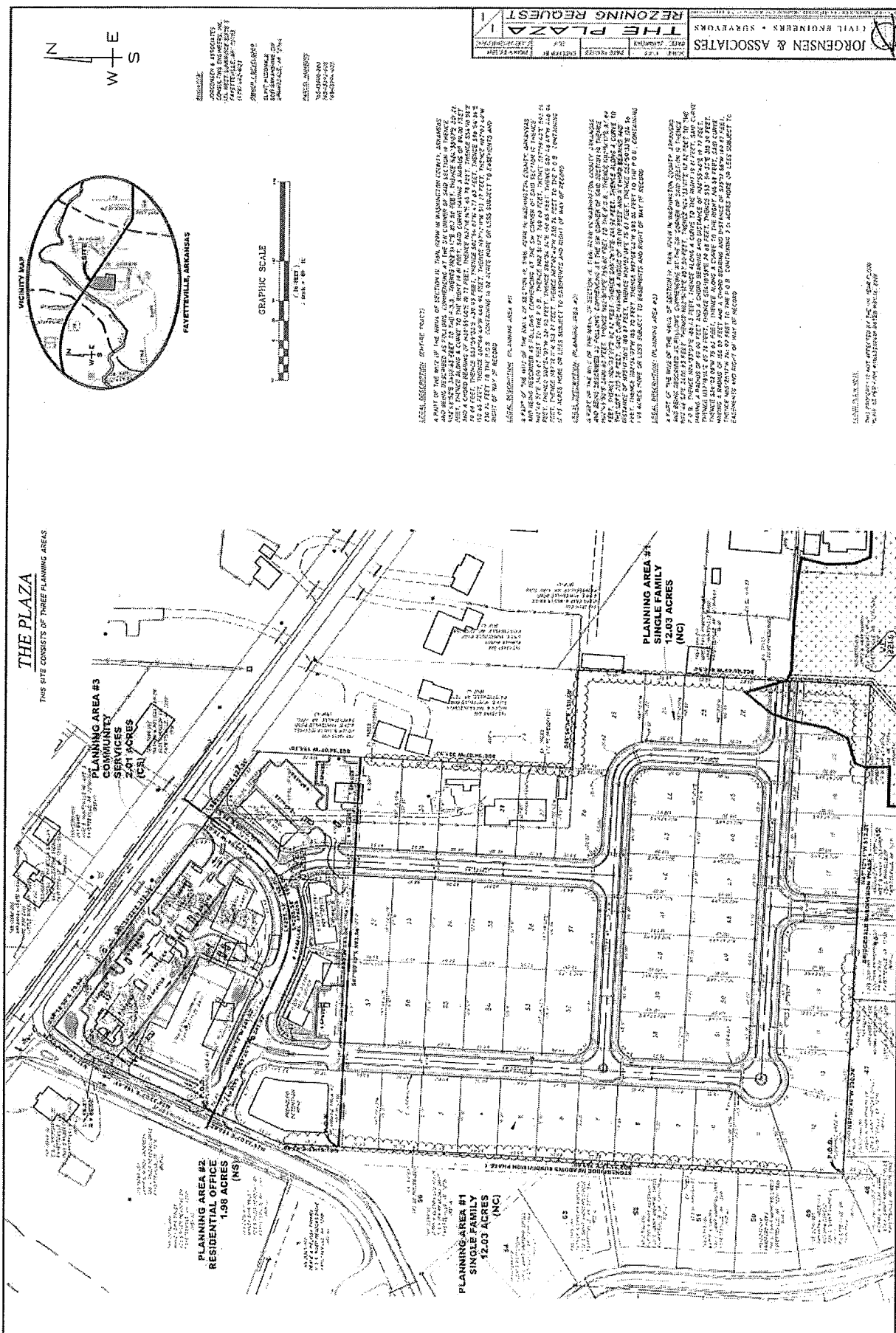
Robert K. Rhoads

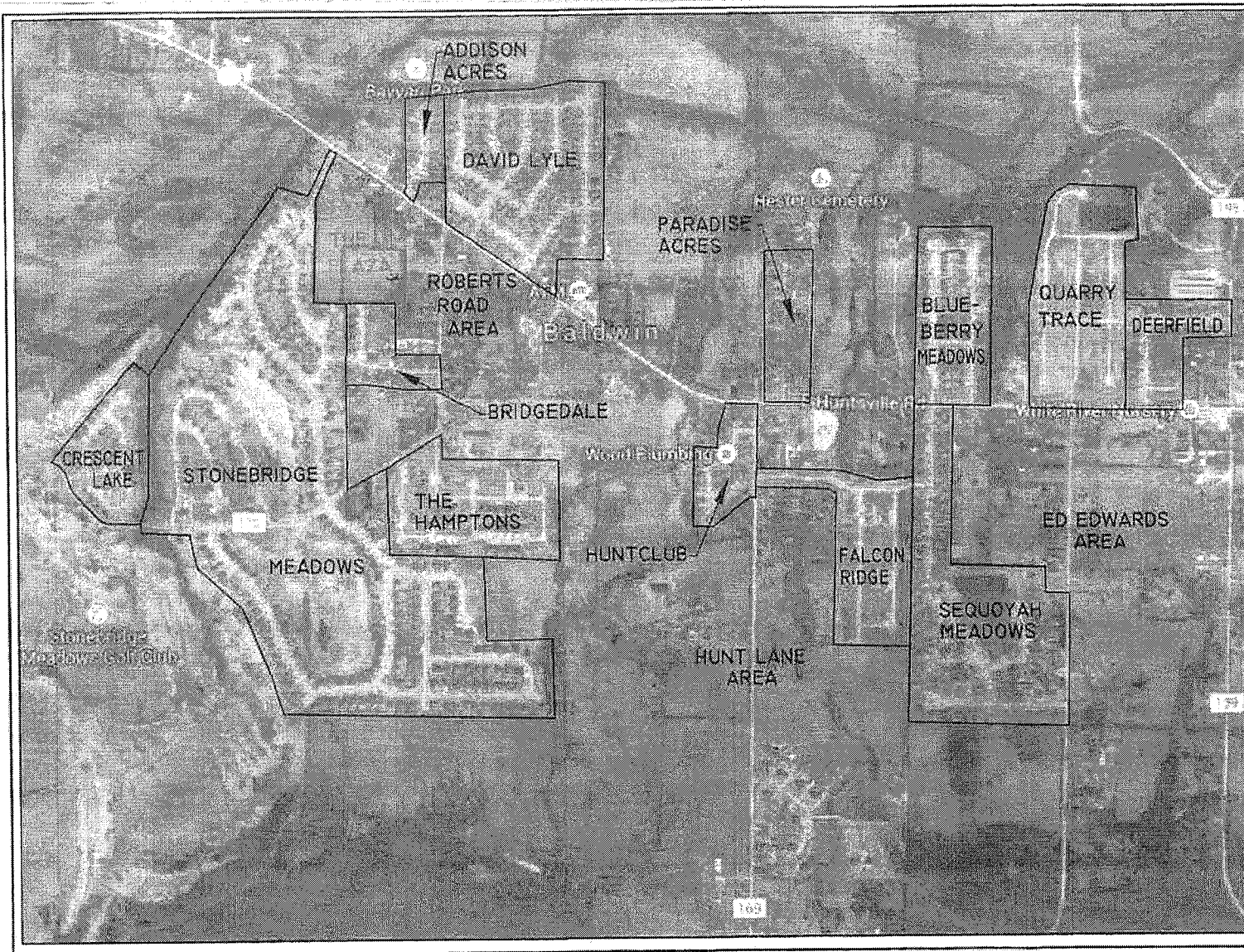
RKR:kns

Enclosures

cc: Mayor Jordan (via email)
Jeremy Pate (via email)
Kit Williams (via email)
Dave Jorgensen (via email)
Client (via email)

2422583.1:000254:00001





HOUSES EAST OF BRIDGE/WEST OF MALLY WAGON:

STONEBRIDGE MEADOWS	513 LOTS
FALCON RIDGE	65 LOTS
BLUEBERRY MEADOWS	73 LOTS
QUARRY TRACE	114 LOTS
ROBERTS ROAD AREA	26 LOTS
CRESCENT LAKE	43 LOTS
DAVID LYLE	172 LOTS
ADDISON ACRES	20 LOTS
THE HAMPTONS	69 LOTS
BRIDGEDALE	25 LOTS
DEERFIELD	37 LOTS
ED EDWARDS AREA	71 LOTS
PARADISE ACRES	22 LOTS
SEQUOYAH MEADOWS	97 LOTS
HUNT CLUB	29 LOTS
HUNT LANE AREA	49 LOTS
TOTAL	1,224 LOTS

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

THE PLAZA
REZONING REQUEST

DATE: 11/11/11
BY: J. JORGENSEN
CHECKED BY: J. JORGENSEN
DATE: 11/11/11



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 24 of 863

Text File

File Number: 2015-0316

Agenda Date: 8/18/2015

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

ARKANSAS LEGACY LLC APPEAL

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5066, FOR APPROXIMATELY 3.98 ACRES, LOCATED AT 1338 AND 1326 W. CLEVELAND STREET FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO DG, DOWNTOWN GENERAL SUBJECT TO A BILL OF ASSURANCE

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 RMF-24, Residential Multi-family, 24 units per acre and RSF-4, Residential Single-family, 4 units per acre, to DG, Downtown General, as shown on Exhibits "A" and "B" attached hereto and made a part hereof.

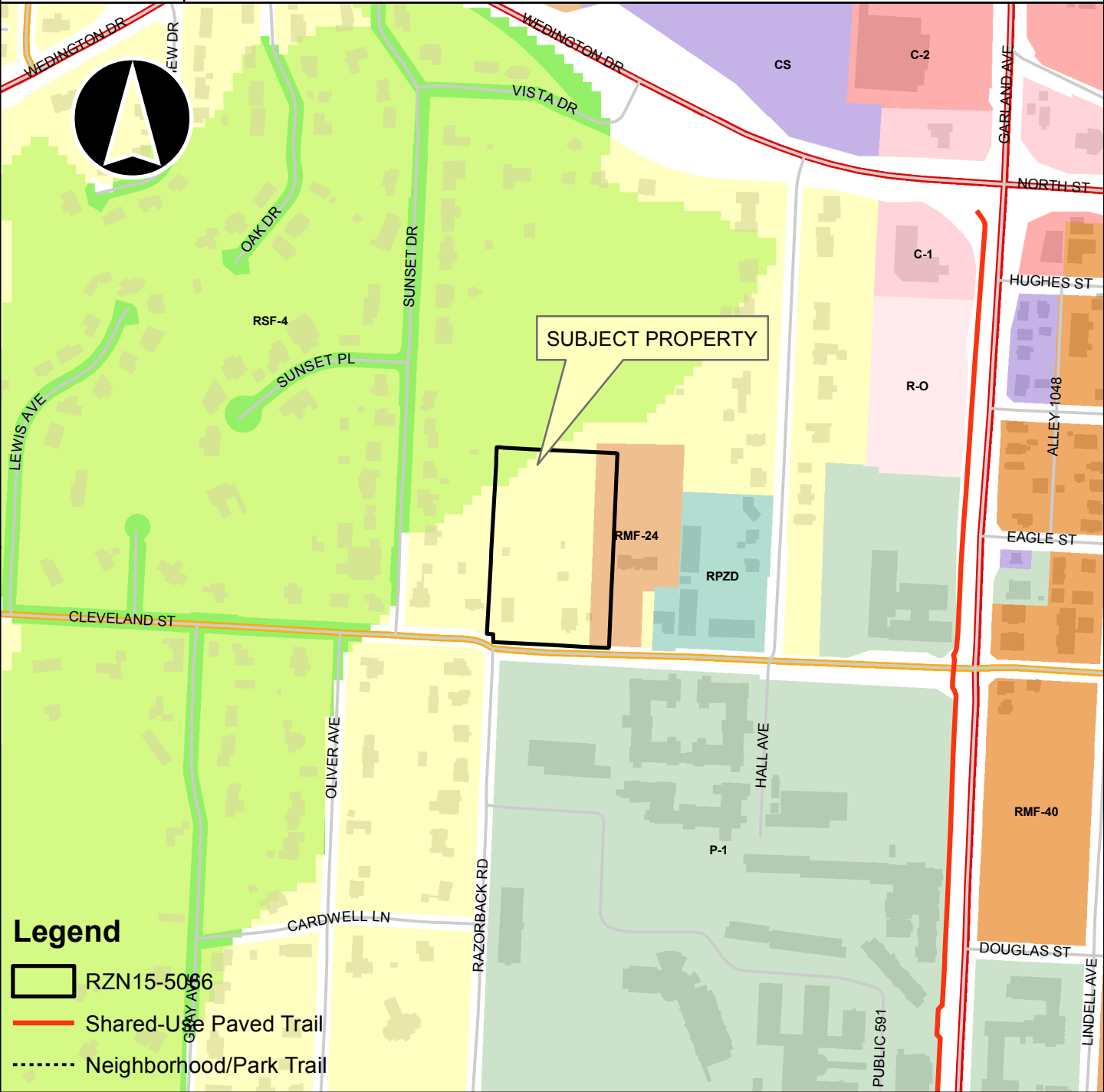
Section 2: That the City Council of the City of Fayetteville, Arkansas hereby accepts the Bill of Assurance from the applicant and relies upon this Bill of Assurance in making this rezoning decision. The Bill of Assurance is attached as Exhibit "C" to this ordinance.

Section 3: 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.

RZN15-5066

Close Up View

ARKANSAS LEGACY LLC



Legend

- RZN15-5066
- Shared-Use Paved Trail
- Neighborhood/Park Trail

Overview

- Natural Surface Trail
- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area

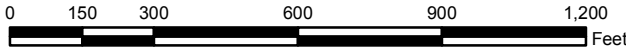


EXHIBIT "B"

EXHIBIT #1 - SURVEY DESCRIPTION OF PROPERTY TO BE REZONED

Tentative Agenda
Page 296 of 863

WASHINGTON COUNTY PARCEL: 765-02582-000

STREET ADDRESS: 1324 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, T-16-N, R-30-W, DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 315.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A CHISELED "X"; THENCE N2°20'54"E 164.50 FEET TO A FOUND IRON PIPE; THENCE N86°43'35"W 61.55 FEET TO A SET IRON PIN; THENCE S2°30'33"W 165.00 FEET TO A CHISELED "X"; THENCE S87°11'39"E 62.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.23 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

WASHINGTON COUNTY PARCEL: 765-02590-000

STREET ADDRESS: 1326 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE NE1/4 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT A POINT WHICH IS S87°11'39"E 165.00 FEET FROM THE SW CORNER OF SAID NE1/4 OF THE SE1/4, SAID POINT OF BEGINNING BEING A SET IRON PIN; THENCE S87°11 '39"E 88.00 FEET TO A CHISELED "X"; THENCE N2°30'33"E 165.00 FEET TO A SET IRON PIN; THENCE S86°43'35"E 61.55 FEET TO A FOUND IRON PIPE; THENCE N2°34'33"E 363.50 FEET TO A FOUND IRON PIN; THENCE N86°57'10"W 149.82 FEET TO A FOUND IRON PIN; THENCE S2°31'32"W 528.63 FEET TO THE POINT OF BEGINNING, CONTAINING 1.58 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

WASHINGTON COUNTY PARCEL: 765-02588-000

STREET ADDRESS: 1338 W CLEVELAND ST FAYETTEVILLE, AR 72701

SURVEY DESCRIPTION: A PART OF THE N1/2 OF THE SE1/4 OF SECTION 8, T-16-N, R-30-W DESCRIBED AS BEGINNING AT THE SW CORNER OF THE NE1/4 OF SAID SE1/4; THENCE S87°11'39"E 165.00 FEET TO A SET IRON PIN; THENCE N2°31'32"E 528.63 FEET TO A FOUND IRON PIN; THENCE N87°22'00"W 176.44 FEET TO A SET IRON PIN WHICH IS 11.3 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S3°20'55"W 279.16 FEET TO A FOUND IRON PIPE WHICH IS 15.4 FEET WEST OF THE EAST LINE OF THE NW1/4 OF THE SE1/4; THENCE S2°43'35"W 228.84 FEET TO A FOUND IRON PIN; THENCE S86°50'49"E 16.25 FEET TO A SET IRON PIN; THENCE ALONG THE WEST LINE OF SAID NE1/4 OF THE SE1/4, S2°30'33"W 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 2.17 ACRES, MORE OR LESS, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS.

EXHIBIT #4 (Revision 3 - 7/17/15)

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Arkansas Legacy LLC, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. Development of the property will be limited to the following permitted uses as defined by the City of Fayetteville Unified Development Code: single-family dwellings, two-family dwellings, three-family dwellings, cottage housing development, and home occupations.
2. Development of the property will be limited to no more than fifty-four (54) total dwelling units.
3. Development of the property will be limited to construction of new buildings that do not exceed thirty (30) feet in height, as measured from the soffit to the finished grade around the outside perimeter of the building.
4. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Paul E. Jeske, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

July 20, 2015
Date

Paul E. Jeske
Printed Name

2870 Riverside Dr S
Address
Salem, OR 97306

Paul E. Jeske
Signature

NOTARY OATH

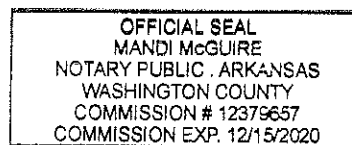
STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 20 day of July, 2015, ~~2009~~, appeared before me, Paul Jeske, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Mandi McGuire
NOTARY PUBLIC

My Commission Expires:

12/15/2020



RECEIVED

JUL 02 2015

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE



July 2, 2015
Via Hand Delivery

Ms. Sondra Smith
City Clerk
City of Fayetteville
113 West Mountain Street, Room 308
Fayetteville, Arkansas 72701

RE: **Request for appeal to the City Council of the June 22nd, 2015 Planning Commission action to deny RZN 15-5066**

Ms. Smith

As a representative of Arkansas Legacy, LLC, owner of 4.0 acres on 3 separate parcels located at 1324, 1326, and 1338 West Cleveland Street, I respectfully request to appeal the June 22nd, 2015 Planning Commission action to deny RZN 15-5066 per UDC 155.05(A)(1)(b).

With a bill of assurance attached, the property owner feels that the proposed rezoning is compatible with the surrounding land use and is encouraged by the City of Fayetteville long range planning goals found in City Plan 2030 and the Future Land Use Plan. The proposed rezoning would give the property owner a clear and predictable path for development approval of the proposed project. All other rezoning options, including a PZD, would require variances and be less predictable.

For the following reasons the property owner feels that the proposed rezoning request was not accurately represented by the Planning Commission Memo from planning department staff to the planning commissioners, which prevented proper consideration by the full Planning Commission:

1. The opinion of planning department staff that the Downtown General Zoning District is an inappropriate designation for the property is not consistent with the policies set forth in City Plan 2030 and the Future Land Use Plan. The stated purpose of the Downtown General Zoning District in the zoning code is very consistent with the property owner's proposal and with what is encouraged for City Neighborhood Areas by the Future Land Use Plan.
 - a. **From Zoning Code** - "*Purpose. Downtown General* is a flexible zone, and it is not limited to the concentrated mix of uses found in the *Downtown Core* or *Main Street / Center*. *Downtown General* includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than *Neighborhood Conservation*. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone."
 - b. **From Future Land Use Plan for properties designated as City Neighborhood** - "City Neighborhood Areas are more densely developed than Residential Neighborhood Areas and provide a varying mix of nonresidential and residential uses."
2. The property owner's proposed bill of assurance is very clear and concise, restricting density and development on the property to residential use and building heights to less than 30 feet. Approval of the bill of assurance would not grant any kind of development approval, all development codes would still apply.
3. There were conflicting opinions between City planning department staff and the City Attorney regarding the enforceability of the proposed bill of assurance.

100 West Center Street Suite 300
Fayetteville, AR 72701
479.444.0095

Letter to Sondra Smith
RE: RZN 15-5066

July 2, 2015

4. The letter from Urban Forester was not provided to the Planning Commission. This was key since it seemed that many of the commissioners did not understand the tree preservation issues and that the Urban Forester felt like our tree preservation proposal was appropriate given the infill location.
5. The Planning Commission Memo stated that "Approval of this proposal essentially approves a tree preservation plan without final evaluation by the Urban Forester, or input by Planning Commission on a detailed tree preservation plan or site analysis". This does not seem to be accurate. All development codes would still apply to the property.
6. Lastly, at the Planning Commission meeting the Planning Commission Chair did not allow the applicant the full amount time as provided by City policy to attempt to clarify the above discrepancies.

Could you please see that the following items, as previously submitted to the planning department, are made available to the alderman for consideration. These items can be provided again upon your request but should be on file in the planning department:

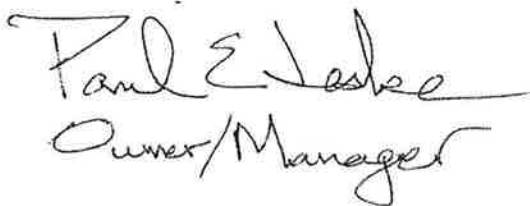
- One (1) PDF copy of a completed and signed rezoning application.
- One (1) PDF copy of Exhibit #1 – Survey Description of Property to be Rezoned.
- One (1) PDF copy of Exhibit #2 – County Parcel Map.
- One (1) PDF copy of Exhibit #3 – Written Description of Request per City of Fayetteville rezoning application.
- One (1) PDF copy of Exhibit #4 (Revised 05/31/15) – Bill of Assurance proposed with this rezoning application.
- One (1) PDF copy of Exhibit #5(Revised 05/31/15) – Arkansas Legacy Master Plan.
- One (1) PDF copy of Exhibit #6 – Arkansas Legacy Master Plan Presentation Slides
- One (1) PDF copy of Exhibit #7 – Zoning Analysis Presentation Slides, which attempt to further illustrate the need for the request.

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,



Brian Teague
Community By Design



Owner/Manager

City of Fayetteville Staff Review Form

2015-0316

Legistar File ID

7/21/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

7/7/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5066: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC., 443): Submitted by COMMUNITY BY DESIGN for properties located at 1338 and 1326 W. CLEVELAND ST. The properties are zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 3.98 acres. The request is to rezone the properties to DG, DOWNTOWN GENERAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$

-

Funds Obligated

\$

-

Current Balance

\$

--

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$

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V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 21, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: July 7, 2015

SUBJECT: **RZN 15-5066: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC., 443):** Submitted by COMMUNITY BY DESIGN for properties located at 1338 and 1326 W. CLEVELAND ST. The properties are zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 3.98 acres. The request is to rezone the properties to DG, DOWNTOWN GENERAL.

RECOMMENDATION:

The Planning Commission and staff recommend denial of an ordinance to rezone the property to DG, Downtown General. The applicant has appealed the Planning Commission's decision to the City Council.

BACKGROUND:

The subject properties are located at the northeast corner of Cleveland Street and Razorback Road. There are two existing single-family homes that were constructed in the 1920's. The overall property contains approximately 4 acres, with approximately 0.75 acres zoned RMF-24, Residential Multi-family and 3.25 acres zoned RSF-4, Residential Single-family.

The property is surrounded by a variety of land uses and zoning designations. To the east is a fraternity house zoned RMF-24; to the north and west are single-family homes zoned RSF-4; and to the south is University of Arkansas housing zoned Institutional.

Surrounding Land Use Compatibility: The applicant has submitted a request for Downtown General, which is an inappropriate designation for this property, in staff's opinion. In order to mitigate concerns with certain land uses and building heights, the applicant has also submitted an extensive, though relatively unclear Bill of Assurance. The applicant's proposal will allow all types of residential uses, including single-family, two-family, three-family, multi-family and cottage housing, and has limited the number of units along Streets #1 and #2 to 30 units. However, there are no details on the number of units along Cleveland, nor is a maximum density stated. Further, the exact make-up of the development is unknown. The proposal may contain a variety of housing types, or provide all attached housing units and completely exclude detached single-family homes. Staff is unsure what the final development proposal will be for this property. However, given the land uses and densities permitted the proposed rezoning is incompatible with surrounding properties.

Further, the proposal is inconsistent with land use planning objectives and with basic zoning policy. Rather than creating clarity through a standard zoning district, or a comprehensive Planned Zoning District, the request attempts to modify a zoning designation that is just not appropriate for this property. The result, in staff's opinion, is a zoning and development plan that can't be accurately defined or enforced.

Land Use Plan Analysis: *City Plan 2030 Future Land Use Plan* designates this site as a City Neighborhood Area. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily.

Staff supports a variety of housing types and even an increased density over the existing four units per acre allowed on this property. However, the most appropriate path for the owner to obtain development rights on this property, if the desire is to provide a variety of housing types, is to submit a Planned Zoning District (PZD) application. As described in the Unified Development Code, a PZD is "intended to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development."

DISCUSSION:

Request: The property owner is requesting to rezone approximately 4 acres to DG, Downtown General. The applicant has submitted a detailed Bill of Assurance that will restrict the allowable uses to single-family dwellings, two-family dwellings, three-family dwellings, multi-family dwellings, cottage housing and home occupations. In addition to the limit on land uses, the applicant has submitted a conceptual site plan (Exhibit #5) that is intended to illustrate site planning characteristics, including street alignment, tree preservation areas, building location and massing, and parking. A maximum building height of 30 feet is also provided.

DISCUSSION:

On June 22, 2015 the Planning Commission denied the rezoning with a vote of 9-0-0. At the meeting five members of the public spoke that live near the subject property. They were opposed to the rezoning citing concerns with the Downtown General zoning designation, tree preservation, and enforcement of the Bill of Assurance.

BUDGET/STAFF IMPACT:

N/A

Attachments:

Appeal Letter
Resolution
Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: June 22, 2015 Updated July 7, 2015

SUBJECT: **RZN 15-5066: Rezone (1324 W. CLEVELAND ST./ARKANSAS LEGACY, LLC., 443):** Submitted by COMMUNITY BY DESIGN for properties located at 1338 and 1326 W. CLEVELAND ST. The properties are zoned RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 3.98 acres. The request is to rezone the properties to DG, DOWNTOWN GENERAL.

RECOMMENDATION:

Staff recommends denial of **RZN 15-5066**.

BACKGROUND:

The subject properties are located at the northeast corner of Cleveland Street and Razorback Road. There are two existing single-family homes that were constructed in the 1920's. The overall property contains approximately 4 acres, with approximately 0.75 acres zoned RMF-24, Residential Multi-family and 3.25 acres zoned RSF-4, Residential Single-family.

The property is surrounded by a variety of land uses and zoning designations. To the east is a fraternity house zoned RMF-24; to the north and west are single-family homes zoned RSF-4; and to the south is University of Arkansas housing zoned Institutional.

Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family/Undeveloped	RSF-4, Residential Single-Family
South	University Housing	P-1, Institutional
East	Fraternity House	RMF-24, Residential Multi-Family
West	Single-family Homes	RSF-4, Residential Single-Family

DISCUSSION:

Request: The property owner is requesting to rezone approximately 4 acres to DG, Downtown General. The applicant has submitted a detailed Bill of Assurance that will restrict the allowable uses to single-family dwellings, two-family dwellings, three-family dwellings, multi-family dwellings, cottage housing and home occupations. In addition to the limit on land uses, the applicant has submitted a conceptual site plan (Exhibit #5) that is intended to illustrate site planning characteristics, including street alignment, tree preservation areas, building location and massing, and parking. A maximum building height of 30 feet is also provided.

Public Comment: See letters attached.

Infrastructure:

Streets: The site has direct access to Cleveland Street.

Water: Public water is available to the site. There is a 6-inch line along Cleveland Street and a 12-inch line that runs north and south along the west property line.

Sewer: Public sewer is available to the site. There is an 8-inch line along Cleveland Street.

Drainage: Standard improvements and requirements for drainage will be required for any development. This property is not affected by the 100-year floodplain or the Streamside Protection Zones.

Fire: This development will be protected by Engine 2 located at 708 N. Garland Avenue. It is 1 mile from the station with an anticipated response time of 3 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 **City Neighborhood Area**. **City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multifamily. Nonresidential uses range in size, variety and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone. **City Neighborhood Areas** encourage complete, compact and connected neighborhoods and are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.*

Guiding Policies:

a. Protect adjoining properties from the potential adverse impacts associated with non-residential uses adjacent to and within residential areas with proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values.

- b. Provide non-residential uses that are accessible for the convenience of individuals living in residential districts and where compatibility with existing desirable development patterns occurs.
- c. Reduce the length and number of vehicle trips generated by residential development by enhancing the accessibility to these areas; encourage walkability as part of the street function.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The applicant has submitted a request for Downtown General, which is an inappropriate designation for this property, in staff's opinion as discussed below. In order to mitigate concerns with certain land uses and building heights, the applicant has also submitted an extensive, though relatively unclear Bill of Assurance. The applicant's proposal will allow all types of residential uses, including single-family, two-family, three-family, multi-family and cottage housing, and has limited the number of units along Streets #1 and #2 to 30 units. However, there are no details on the number of units along Cleveland, nor is a maximum density stated. Further, the exact make-up of the development is unknown. The proposal may contain a variety of housing types, or provide all attached housing units and completely exclude detached single-family homes.

The applicant has set aside areas for tree preservation as shown in the conceptual site plan. However, staff has no idea of the exact percentage proposed to be preserved, tree species, or condition of the canopy. Approval of this proposal essentially approves a tree preservation plan without final evaluation by the Urban Forester, or input by the Planning Commission on a detailed tree preservation plan and site analysis.

Finally, the plan lays out the internal street system, which as designed, violates the connectivity requirements of Chapter 166. Acceptance of this zoning proposal essentially grants a variance of the Access Management Ordinance without a detailed review of an actual development plan.

Given these facts, the proposal is not only inconsistent with land use planning objectives, but also with basic zoning policy. Rather than creating clarity through a standard zoning district, or a comprehensive Planned Zoning District, the request attempts to modify a zoning designation that is just not appropriate for this property. The result, in staff's opinion, is a zoning and development plan that can't be accurately defined or enforced.

The most appropriate path for the owner to obtain development rights on this property, if the desire is to provide a variety of housing types, is to submit a Planned Zoning District (PZD) application. As described in the Unified Development Code, a PZD is "intended to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development."

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: In staff's opinion, the zoning request and accompanying Bill of Assurance are not justified at this time. The Downtown General zoning district is not an appropriate district for this property. The Bill of Assurance attempts to alleviate some concerns with this zoning district. Ultimately though, it creates a development scenario that is inconsistent with development regulations and policy, and in staff's opinion, difficult to enforce or regulate.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: At this point staff can only assume the development of at least 30 residential units, however, it's likely that more are planned. Access to the site will line up with Razorback Road and allow for an appropriate and safe four-way stop condition. At an appropriate density, staff feels redevelopment of the site can occur without an appreciable increase in traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Again, staff can only assume how many units will be built on the property if the property is rezoned. However, at only four acres, it's very unlikely that the development would undesirably increase the load on public services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION:

Staff recommends denial of RZN 15-5066 based on the findings herein.

PLANNING COMMISSION ACTION:	Required	<u>YES</u>	
Date: <u>June 22, 2015</u>	☐ Tabled	☐ Forwarded	☒ Denied
The motion was to deny the rezoning.			
Motion: <u>Autry</u>	Second: <u>Hoskins</u>	Vote: <u>9-0-0</u>	
CITY COUNCIL ACTION:	Required	<u>YES</u>	
	☐ Approved	☐ Denied	
Date: July 21, 2015			

BUDGET/STAFF IMPACT:

None

Attachments:

Request Letter
Bill of Assurance
Fire Comments
Public Comment
One Mile Map
Close Up Map
Current Land Use Map
Future Land Use Map

TO: Alison Jumper
Park Planning Superintendent

FROM: Ken Eastin
Urban Forester

DATE: May 22, 2015

SUBJECT: REQUEST FOR POSITION ON TREE PRESERVATION REQUIREMENTS

I met Brian Teague of Community By Design and toured a site proposed for development at 1324 West Cleveland. Brian's immediate concern is determination of a target zoning request in order to best meet the intent of the proposed development. The current request submitted by the applicant is for DG-Downtown General which has less stringent tree preservation requirements, but does not particularly match the adjacent neighborhood zoning. Rather, a zoning request of PZD-Planned Zone Development has been suggested by Fayetteville Planning staff in order to allow for guideline establishment that will more closely match surrounding land use; however, tree preservation minimums for PZD zoning is much greater than that of DG. Brian has inquired if these minimums could be reduced should they pursue the PZD designation. After an overview of the initial concept plan and a visit to the site, I feel that Brian has done a very good job of integrating the proposed layout around the existing mature trees on site.

The standard minimum tree preservation in PZD zones is 25% of the site area. This is a target minimum; however, when working with tight infill projects such as this proposal, that minimum can often be difficult or impossible to achieve with a feasible development project. As you know, that is one of the reasons that other options to meet minimum canopy requirements are available rather than only preservation. These options include planting of mitigation trees or payment into the tree escrow fund. After becoming familiar with the concept plan and the site, it is obvious that the target minimum may be difficult to achieve. This memo is submitted in order to acknowledge the difficulty of developing this site as an infill project in alignment with the 2030 plan and the willingness of Urban Forestry to work with the applicant to achieve minimum canopy requirements through available mitigation options. Through the course of Development and Construction plan preparation and review, I will be working with the consultants to maximize preservation opportunities, while acknowledging that the target minimum may not be met. As you know, this is typical of Development review, particularly in these tight neighborhood infill proposals. This is in line with the intent and recommendations of the City Plan 2030 in order to encourage greater infill development. Hopefully this will be an acceptable position for the project applicants.

Please understand that this does not mean automatic approval of the project, but after reviewing the site and concept, I am comfortable working with the applicant, based on the currently proposed design, to meet minimum canopy requirements through other mitigation options other than preservation only.

EXHIBIT #3 - WRITTEN DESCRIPTION OF REQUEST PER THE CITY OF FAYETTEVILLE REZONING APPLICATION

a. Current ownership information and any proposed or pending property sales.

The subject properties are currently owned by Arkansas Legacy, LLC. There are no proposed or pending property sales.

b. Reason (need) for requesting the zoning change.

The primary reason for the zoning change request is that the existing zoning does not allow for development of the property in accordance with the City's long range planning goals.

Arkansas Legacy, LLC and the Jeske Family wish to keep the existing home at 1326 Cleveland, where they grew up, and incorporate this home into a new master plan for the property. The design of the Arkansas Legacy Master Plan was guided by the the City's long range planning goals, objectives, and principles as set forth in City Plan 2030 and the City of Fayetteville Future Land Use Plan. The master plan calls for 54 homes. This includes a range of different housing types and sizes, all designed to be at scale that is small and more neighborhood friendly. The homes are organized in a manner that keeps about 160 of an estimated 242 existing trees and which creates high-quality open spaces connected with pedestrian pathways, rear access drives, and public streets. The Bill of Assurance attached to this request ensures that any new development on this property will be in substantial accordance with this master plan.

According to City Plan 2030, the City Neighborhood Future Land Use designation attached to the property encourages denser development with a mixture of both residential and nonresidential use. The existing zoning does not allow development consistent with City Plan 2030 or the City Neighborhood Future Land Use designation. In accordance with this land use designation The Arkansas Legacy Master Plan contains a mixture of single-family detached and single-family attached unit types at varying sizes at a medium density of 13.5 dwelling units per acre. The existing RSF-4 district encourages low density development and the large lot size and street frontage requirements of this district prevent the construction of the unit types as proposed on the Arkansas Legacy Master Plan. The RMF-24 district encourages higher density, however the larger lot size and street frontage requirements prevent the subdivision and the individual selling of the homes proposed in the Arkansas Legacy Master Plan and thus encourages rentals.

Specifically the lesser street frontage, lot size, setback, and tree preservation requirements of the Downtown General Zoning District make the Arkansas Legacy Master Plan viable. The Downtown General Zoning District will allow for the highest and best use of the property in a manner consistent with the City's long range planning goals.

The Bill of Assurance attached to this request ensures that any new development on this property will be in substantial accordance with this master plan. The Bill of Assurance is proposed to alleviate concerns of neighbors and to eliminate the possibility of something not as substantially shown on the Master Plan being built on the property. During the review of this rezoning application the applicant expects to receive suggestions for specific assurances that would limit building height and density in accordance with the master plan.

A Planned Zoning District (PZD) is not a viable option for the Arkansas Legacy Master Plan due to the significantly increased tree preservation requirements, which is inconsistent with the Arkansas Legacy Master Plan.

c. Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The smaller scale, more neighborhood friendly unit types proposed in the Arkansas Legacy Master Plan are compatible with and will serve as an asset to the existing neighborhood. Furthermore it will provide an appropriate transition from the less dense RSF-4 neighborhoods to the west into the more intense land uses to the south and east which contain the University of Arkansas and large areas of RMF-40 units per acre zoning.

d. *Availability of water and sewer (state size of lines).*

Water and Sewer is available. A 12" water main runs north to the south across the property along its west property line. A 6" water main runs west to east in the Cleveland Street Right of Way. An 8" sanitary sewer main also runs west to east in the Cleveland Street Right of Way.

e. *The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.*

The proposed Downtown General Zoning District with attached Bill of Assurance requiring any development on the property to be in substantial accordance with the Arkansas Legacy Master Plan is highly consistent with the City of Fayetteville Future Land Use Plan and City Plan 2030.

As mentioned previously, the City of Fayetteville Future Land Use Plan designates the property as "City Neighborhood". The written goals of this designation suggest a transition away from the lower-density, single-use neighborhoods to the west to a denser type development with a mixture of both residential and nonresidential use. The property was likely given this designation due to its close proximity to the University of Arkansas, Leverett Elementary School, and other jobs / retail that are within a short walk from the property. The locations proximity to multiple walkable amenities and the existing transit stop immediately adjacent to the property will make it possible for a built Arkansas Legacy Master Plan to meet the goals and objectives of the City Neighborhood Future Land Use designation.

In addition, The Arkansas Legacy Master Plan is in general accordance with and if built would contribute to the following planning objectives, principles, and policies of City Plan 2030:

Existing City Planning Goals

Contributions made by Arkansas Legacy Master Plan

<u>City Plan 2030 Goal 1</u> - We will make appropriate infill and revitalization our highest priorities. - Objective d – Promote densest development around logical future transit stops. - Objective g – Encourage new development that supports and complements the unique characteristics and economic values of employment clusters in and around downtown and the U of A.	The Arkansas Legacy Master Plan would provide housing on relatively undeveloped land. The land is immediately adjacent to the University of Arkansas and adjacent to existing homes. The development would support and complement the existing neighborhood and the housing and social needs of the area. The Master Plan encourages use of the existing transit stop. The homes would provide housing for University employees within walking distance. Children living within the master plan could easily walk to nearby Leverett Elementary.
<u>City Plan 2030 Goal 2</u> - We will discourage suburban sprawl. Accommodating growth in the center of the city preserves farms and forests on the edge.	Development of a medium density housing in this location will reduce the need for less dense development further away from the center of the City.
<u>City Plan 2030 Goal 3</u> - We will make traditional town form the standard. - Objective a – Require new growth that results in neighborhoods, districts, and corridors that are: - compact - via denser housing; meaningful open spaces & preserves; small blocks - complete - via varied housing; mixed uses; civic uses; jobs-housing mix in the neighborhoods - connected - via street-oriented buildings; interconnected streets;	With a variety of house sizes and designs the Arkansas Legacy Master Plan will contribute to growth that results in a neighborhood that encourages a diversity of users. With its walkable location the property lends itself to medium density housing. In addition to the already walkable location, the transit stop immediately adjacent to the property will further encourage residents to be less dependent on the car for transportation. Connected with tree-lined streets, sidewalks, rear access courts, and pedestrian pathways, the planned open spaces of the master plan will provide a high quality area for

interconnected greenways & trails • Objective b – Prepare a transit-worthy community: densify in highly walkable areas along logical future transit routes, and anticipate rail, street cars and other alternative transit modes. • Objective c – Increase the viability of businesses by leveraging the economic performance of appealing environments that are mixed-use, walkable, and integrated with green space. • Aggregate employment into mixed use centers with walkable amenities.	interaction between the neighbors. Front porches are planned to enhance the quality of these open spaces. The front porches will further social interaction between the neighbors and also provide “eyes on the street”. In addition, to even further enhance these open spaces, access to garages have been located to the rear of the homes and garage parking has been provided for nearly all of them. The planned street internal to the project will focus use and traffic to those who live in the area. This will minimize the impact of traffic to the surrounding neighborhood. The street is designed in a manner that will encourage vehicles to move slowly so pedestrians should feel safe walking.
<u>City Plan 2030 Goal 4</u> - We will grow a livable transportation network. • Objective a – Community design should precede and outrank traffic planning. • Objective b – Make walkable, cyclist friendly road designs with slow design speeds, and block and street layouts the standard; walkability is a part of the street function. • Objective f - Commit to evolving a rich menu of transit choices, including citywide and regional mass transit. • Objective h - Plan employment in locations with access to walkable amenities and transit rather than in isolated locations.	Creating livable space within the development and minimizing the impact to the surrounding neighborhood is a primary objective built into the Master Plan. The planned street will focus use and traffic to those who live in the area. This will minimize the impact of traffic to the surrounding neighborhood. The street design encourages slow speeds by vehicles, which should encourage walking and biking. Sidewalks and greenways will further encourage use by pedestrians. The location of the property and the medium density design is very pedestrian friendly. The existing transit stop adjacent to the property will be an important asset for residents and offer transportation options that do not include the car.
<u>City Plan 2030 Goal 5</u> - We will assemble an enduring green network. • Objective a – Vigilantly nurture a continuum of greenspace, including riparian buffer areas, canopy restoration and protection, small neighborhood parks and squares, major parks and recreation facilities, greenways and trails, and large-scale preserves.	Greenways along planned pedestrian pathways will preserve many existing mature trees. The central green space/park will preserve many mature trees but will also provide space for a small neighborhood park.
<u>City Plan 2030 Goal 6</u> - We will create opportunities for attainable housing • Objective a – Increase housing choices by encouraging a mixture of housing types and sizes and dispersed throughout the city. • Objective c – Establish partnerships with non-profit and private entities to facilitate the development of attainable workforce housing. • Objective d - Make housing relatively more affordable by influencing cost of living items such as utilities and transportation. Complete, compact and connected neighborhoods are pedestrian-friendly and provide everyday services within walking distance, allowing residents to reduce transportation costs, which could positively affect their ability to obtain housing.	The Arkansas Legacy Master Plan offers a mixture of housing types and sizes that will allow residents to age in place. The goal is not to create a monoculture, but to build a range of unit types that will provide the opportunity for someone to live out their entire lives in the neighborhood. The master plan will create attainable housing in two ways. Since there is a range of housing types, smaller houses will be available that will be more affordable simply due to their smaller square footage. Also, housing will be inherently more affordable at this location due to its proximity to employment and retail. On average, residents of Northwest Arkansas pay more for their transportation than they do for their housing. The Arkansas Legacy Master Plan will provide the option to significantly reduce and in some cases nearly eliminate the cost of transportation. No similar neighborhood exists in the area immediately adjacent to the University campus.

f. Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed Downtown General Zoning District is the lesser intense of four existing zoning categories (DG, MSC, UC, and UT) that provide setback, lot size, and street frontage zoning regulations that allow the subdivision of the mixture of unit types as proposed in the Arkansas Legacy Master Plan. A PZD could provide the zoning regulations that are needed, however development regulations require increased tree preservation for PZDs, which are inconsistent with the Arkansas Legacy Master Plan. Varying from this requirement without review and consideration of detailed development plans is not allowed by the City of Fayetteville. The Arkansas Legacy Master Plan does however meet the tree preservation requirements of the Downtown General Zoning District.

If in fact the Arkansas Legacy Master Plan is highly consistent with the planning objectives, principles, and policies of the City of Fayetteville Future Land Use Plan and City Plan 2030 as previously suggested, then the proposed zoning seems justified and needed at this time.

g. Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

Traffic studies provided for analysis of the approved Project Cleveland (R-PZD 12-4079) showed that it would not have a significant impact to traffic on the surrounding streets and that levels of service on surrounding streets would not be significantly impacted. Separated by only 189 feet from the approved Project Cleveland PZD, The Arkansas Legacy Master Plan is proposing 54 dwelling units while the Project Cleveland PZD contained 122 dwelling units. Given its close proximity and while containing significantly less dwelling units, the Arkansas Legacy Master Plan should not have an impact on traffic conditions either. If built, the Arkansas Legacy Master Plan could potentially make conditions on Cleveland Street safer for both pedestrians and vehicles.

h. Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Rezoning the property to the Downtown General Zoning District with a Bill of Assurance to develop the property in substantial accordance with the Arkansas Legacy Master Plan would not significantly increase the load to public services.

i. Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

If the subject property was developed under the existing zoning classification, then many of the goals, objectives, and principles of the City of Fayetteville Future Land Use Plan and City Plan 2030 could not be met. Rezoning the subject property to the Downtown General Zoning District would allow the goals, objectives, and principles of the City of Fayetteville Future Land Use Plan and City Plan 2030 to be met.

Arkansas Legacy
Comments to Fayetteville Planning Commission
June 22, 2015

We understand that in some ways this is a unique and in some was complex proposal. Thank you for your consideration of our proposal. We believe that creative flexibility is needed to achieve our proposed Master Plan and City Plan 2030 objectives.

One expressed concern is that this area will become like downtown. Our objective is to build a neighborhood, not a downtown area. This is shown in the Master Plan and the Bill of Assurance. We don't want a downtown area either.

Downtown General is the City's label, not ours. It is only a label and does not reflect what is in the Master Plan or our intent.

Downtown General is **the only city zoning category that allows our Master Plan to be implemented.** We want to build the project at a scale that would be acceptable to neighbors while still allowing us the density to make the project feasible. City requirements that prevent using other zoning categories include those relating to green tree retention, residence set back distances and street frontage.

The City staff and some written comments suggest that we should be using a PZD application. We carefully examined using the PZD zoning. It does not allow implementing this Master Plan, primarily due to the 25% tree retention standard. A zoning variance from the PZD standard would be required, but this variance is not assured.

The existing Master Plan design includes retention of many large trees and exceeds the 10% tree retention requirement included in Downtown General.

The City Forester has reviewed the Master Plan on site and has written a letter regarding the Master Plan that is not included in the City's package. Part of the letter states, "when working with tight infill projects such as this proposal, that minimum (25% tree retention) can often be difficult or impossible to achieve with a feasible development project." The letter also states, "This (Plan) is inline with the intent and recommendations of the City Plan 2030 in order to encourage greater infill development."

The Master Plan design is consistent with the City's long range plan and objectives (*see 'part e' of zoning application*).

The property is a transition zone from the University to the neighborhood. The Master Plan design and zoning change request are consistent with the transitional nature of the property.

Community by Design has worked with the City Attorney to create the Bill of Assurance. There is legal precedence for using a Bill of Assurance. It is clear and specific regarding proposed restrictions.

The City Planning staff is asking for specifics in our design that are not appropriate for this zoning change step in the process. Those details are normally provided with the Large Scale Development application part of the process. One example is the concern regarding the connectivity of the street. Creating a through street here will significantly increase traffic into and around the neighborhood, especially at the intersection of Razorback Road and Cleveland Street. Having this limited access street design is intended to focus traffic to only the traffic associated with the immediate neighborhood. This is a subject that would normally be addressed in the Large Scale Development application stage, not as part of a zoning change application.

We are family members that grew up in the neighborhood, went to the local Leverett Elementary School, still have emotional connections to the neighborhood and want to complete a project that contributes to and helps to build the neighborhood community. We feel that the Master Plan achieves that objective.



June 4, 2015
Via Hand Delivery

Mr. Andrew Garner
Senior Planner
City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: **RZN – 15-5066**

Mr. Garner,

In addition to the documents submitted April 28, 2015, please find attached the following documents for consideration at the June 22, 2015 Planning Commission:

- One (1) PDF copy of Exhibit #2 – County Parcel Map.
- One (1) PDF copy of a revised Exhibit #4 – Bill of Assurance proposed with this rezoning application.
- One (1) PDF copy of a revised Exhibit #5 – Arkansas Legacy Master Plan.
- One (1) copy of a public hearing notice sent to the adjacent property owners
- One (1) copy of certificate of mailing
- One (1) copy of certificate of sign posting
- One (1) compact disc with PDF copies of the documents listed above

The revisions to Exhibit #4 and #5 are intended to make the proposed Bill of Assurance more enforceable per our meetings and conversations.

Please let me know if you have any questions or if you need additional information in order to process this request.

Sincerely,

A handwritten signature in blue ink that reads "Brian Teague". The signature is fluid and cursive, with a long horizontal line extending from the end.

Brian Teague
Community By Design

EXHIBIT #4 (Revision 1 - 5/31/15)

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Arkansas Legacy LLC**, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. Development of the property will be constructed as substantially shown on the attached Arkansas Legacy Master Plan labeled as Exhibit #5. Exhibit #5 has been included as a part of this Bill of Assurance in order to show the following site planning characteristics that are being proposed:

- a) The general horizontal alignment of the proposed new streets.
- b) The general location of the proposed tree preservation areas.
- c) The general location and massing of the proposed buildings in relation to the street.
- d) The general location of the proposed rear lanes and the concept that most of the immediate vehicular access to off-street parking is located to the rear of the buildings and generally not visible from the front of the homes or the street.

2. Development of the property will be limited to the following permitted uses as defined by the City of Fayetteville Unified Development Code: single-family dwellings, two-family dwellings, three-family dwellings, multi-family dwellings, cottage housing development, and home occupations.

3. Development of the property will be limited to no more than thirty (30) dwelling units located on or using New Streets #1 and #2 for the required street frontage. The majority of these thirty (30) dwelling units will be either attached or detached single family dwellings. Additional dwelling units will be located on or utilize West Cleveland Street for required street frontage.

4. Development of the property will be limited to construction of new buildings that do not exceed thirty (30) feet in height, as measured from the soffit to the finished grade around the outside perimeter of the building.

5. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Paul E. Jeske, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

June 22 2015
Date

Paul E. Jeske
Printed Name

2820 Riverside Drive
Address
Salem, OR 97306

Paul E. Jeske
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 22nd day of June, 2015, ~~2009~~, appeared before me, Michelle S. Sprauer, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Michelle S. Sprauer
NOTARY PUBLIC

My Commission Expires:

11/02/2018



Master Plan Key:

- A Existing House
- B Proposed House
- C Private Courtyards
- D Tree Preservation
- E Pedestrian Pathway

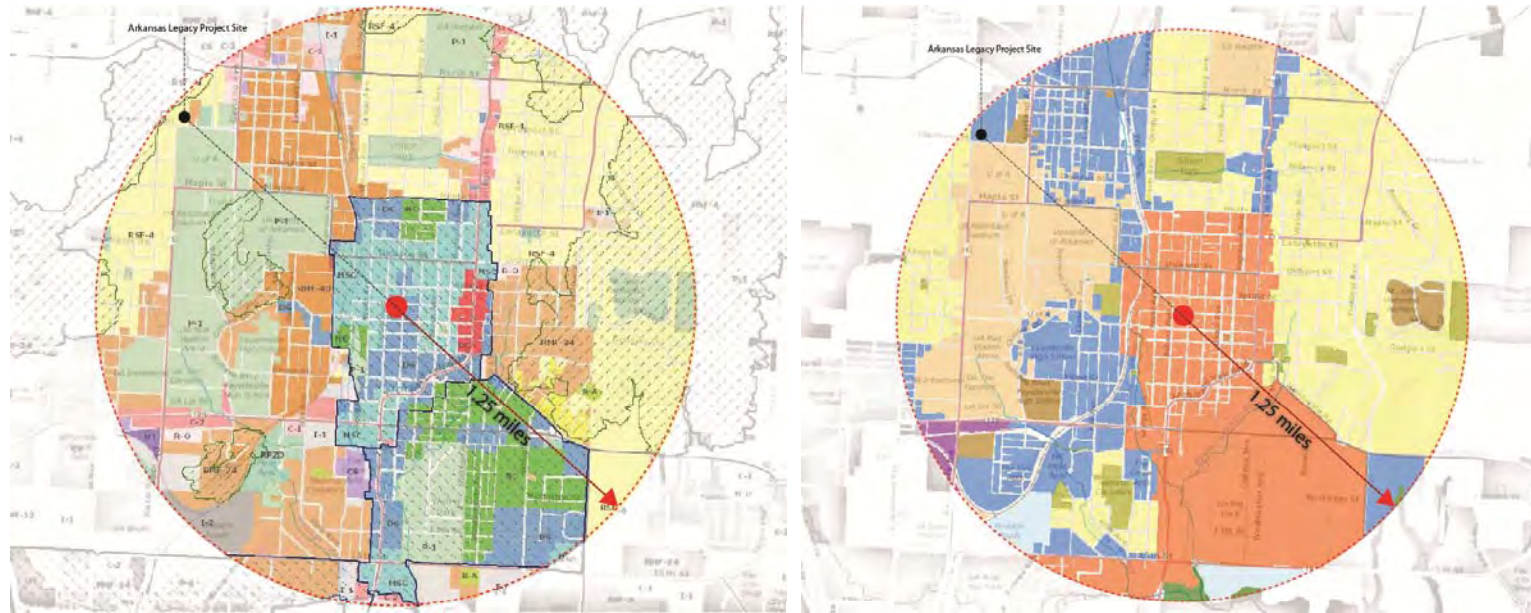
- F Central Green
- G Razorback Transit Stop



Exhibit #5 (Revision 1- 5/31/15)
Arkansas Legacy Master Plan

Zoning Analysis Presentation

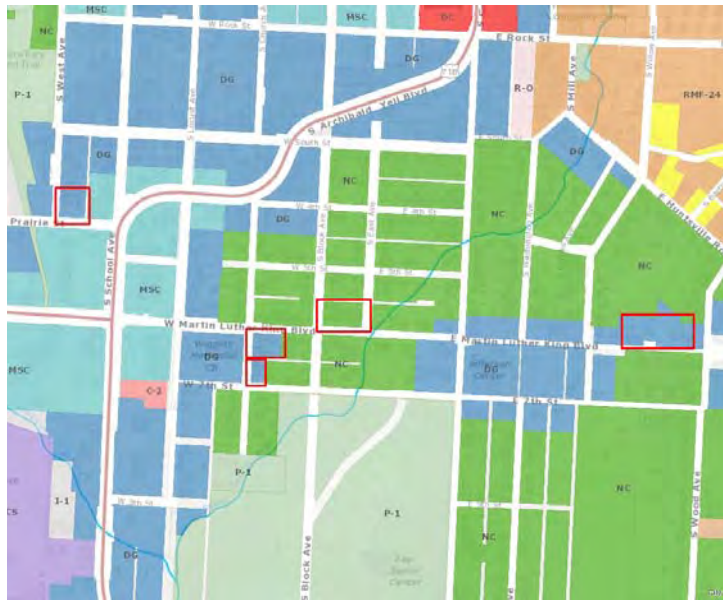


ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation**Comparison of Existing Zoning (left) and Future Land Use Plan (right)**

The City Neighborhood designation encourages denser development with a mixture of both residential and nonresidential uses. Looking at the expanded downtown area, areas with the City Neighborhood designation primarily contain a mix of NC, DG, RMF24, RMF40, CS, C1 and C2 zoning districts. The majority of new development in these areas have been multi-family apartments

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Existing Smaller Scale Residential Development in City Neighborhood Areas



The majority of new smaller-scale development in City Neighborhood areas has been along MLK in the Walker Park Neighborhood. Primarily this smaller-scale new development is in areas zoned Downtown General. At Church and MLK these new single-family homes and duplexes were built at a net density of 15 du/acre or a gross density of 10 du/acre.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Existing Zoning on Arkansas Legacy Property



161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) Purpose. The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) Uses.

(1) Permitted uses:

Unit 1	City-wide uses by right
Unit 41	Single-family dwellings
Unit 41	Accessory dwellings

(C) Density:

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) Bulk and area regulations:

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	80 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq. ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

161.14 District RMF-24, Residential Multi-Family – Twenty-Four Units Per Acre

(A) Purpose. The RMF-24 Multi-family Residential District is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.

(B) Uses:

(1) Permitted uses:

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 28	Multi-family dwellings
Unit 44	Cottage Housing Development

(C) Density:

Units per acre	24 or less
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(D) Bulk and area regulations:

(1) Lot width minimum:

Manufactured home park	100 ft.
Lot within a Manufactured home park	50 ft.
Single family	80 ft.
Two family	90 ft.
Three or more	90 ft.
Professional offices	100 ft.

(2) Lot area minimum:

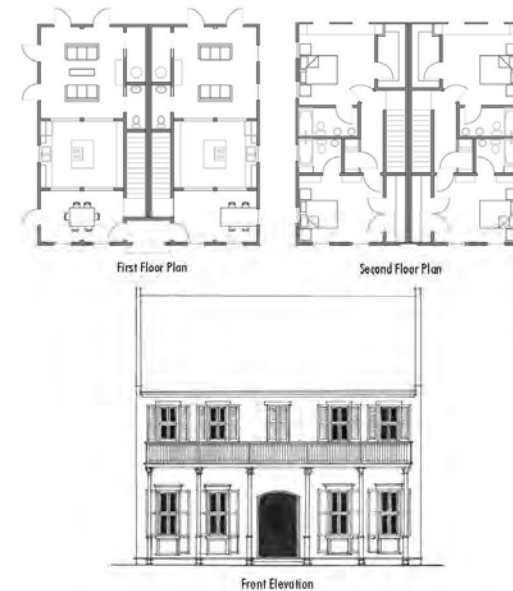
Manufactured home park	3 acres
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Lot within a mobile home park	4,200 sq. ft.
Townhomes:	
Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	7,000 sq. ft.
Three or more	9,000 sq. ft.
Fraternity or Sorority	2 acres
Professional offices	1 acre

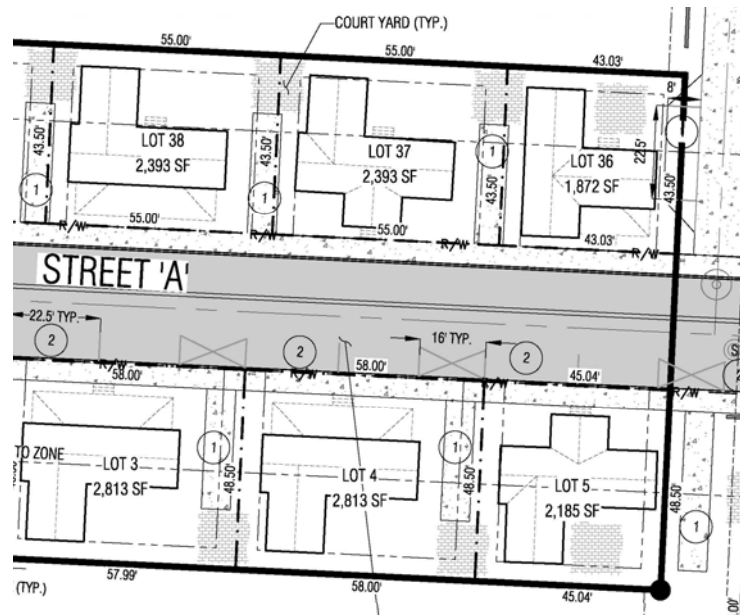
(3) Land area per dwelling unit:

Manufactured home	3,000 sq. ft.
Apartments:	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two bedroom	2,000 sq. ft.
Fraternity or Sorority	1,000 sq. ft. per resident

If we are to meet the goal of medium density with a mix of unit types at a smaller, more neighborhood-friendly scale (not with apartment buildings), then the existing zoning does not work. RSF4 encourages low-density single-family homes and RMF24 encourages apartment buildings. Both require large lot sizes and large street frontages for those lots.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation**Form-Based Districts with No Lot Size Requirements – DC, MSC, UT, DG, CS**

Looking at the existing zoning categories, only the truly form-based districts allow this type of development. These districts have no lot size requirements and they only require 18 feet of street frontage in order to subdivide. In these districts we can build this two-bedroom townhome(1,296 SF) on a 1,600 SF Lot and sell it individually to a family. Outdoor amenities include front porch, private courtyard, and garage parking.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation**Form-Based Districts with No Lot Size Requirements – DC, MSC, UT, DG, CS**

There are no lot size requirements. This four-bedroom(1,728 SF) home would fit comfortably on a 2,400 SF lot. There is room for a front porch, a back porch/patio courtyard, and one off-street parking space. Two more parking spaces would be provided on-street. A smaller two-bedroom home would fit on a lot less than 2,000 SF in size and still have adequate space for all of the same amenities.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Rezoning Options - Downtown General or Community Services

161.25 Downtown General

(B) Uses

(1) Permitted uses:

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 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

(C) Density: None

(D) Bulk and area regulations:

(1) Lot width minimum:

Dwelling (all unit types)	18 ft.
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(2) Lot area minimum: None.

(E) Setback regulations:

Front	A build to zone that is located between the front property line and is set 25 ft. from the front property line
Side	None
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(G) Building height regulations:

Building Height Maximum	56 ft.
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161.19 Community Services

(B) Uses:

(1) Permitted uses:

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 44	Cottage Housing Development

(C) Density: None

(D) Bulk and area regulations:

(1) Lot width minimum:

Dwelling	18 ft.
All others	None

(2) Lot area minimum: None

(E) Setback regulations:

Front	A build to zone that is located between 10 feet and is set 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) Building Height Regulations:

Building Height Maximum	56 ft.
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Table 1
Minimum Canopy Requirements

ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A Residential - Agricultural (nonagricultural uses)	25%
RSP-5, Single-family Residential - One Half Unit per Acre	25%
RSP-1, Single-family Residential - One Unit per Acre	25%
RSP-2, Single-family Residential - Two Units per Acre	20%
RSP-4, Single-family Residential - Four Units per Acre	25%
RSP-7, Single-family Residential - Seven Units per Acre	20%
RSP-8, Single-family Residential - Eight Units per Acre	20%
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-Family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMH-40, Multi-family Residential - Forty Units per Acre	20%
NIS, Neighborhood Services	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UT, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DG, Downtown Core	10%
MS-C, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
IS-1, Institutional	25%
PZD, Planned Zoning District (H4QD)	25%

• Downtown General (DG) allows the smaller scale mixture of unit types at medium density as proposed in our plan.

• Community Services (CS) does the same thing but the 10' front setback and 20% tree preservation does not work.

• Neighbors Concerns include the unlimited density, the 56' bldg. height max, and nonresidential uses in DG.

• This identifies the need for a New Zoning District with similar setback, lot size, and street frontage regulations as DG - but with limited density, smaller bldg. height maximums, and minimal nonresidential uses allowed.

• As an alternative, we propose a Bill of Assurance Attached to a Downtown General Rezone that limits density, building height, and nonresidential uses.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Rezoning Options - Planned Zoning District (PZD)



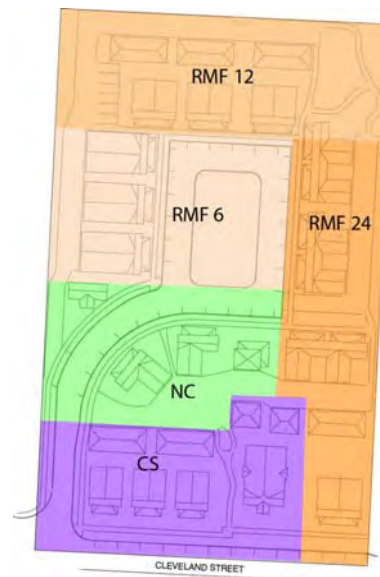
ZONING DESIGNATIONS:	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (Nonagricultural Uses)	25%
RSF-5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
R-D, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
NS, Neighborhood Services	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
UT, Urban Thoroughfare	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (WHOD)	25% (30%)



The PZD option would allow us the flexibility with lot sizes and street frontages that we need, however the tree preservation requirements do not work. A variance may be possible, however this would come after the zoning is approved which is problematic.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Rezoning Options - Combination of NC, RMF6, RMF12, RMF24, and CS



ZONING DESIGNATIONS	PERCENT MINIMUM CANOPY
R-A, Residential - Agricultural (nonagricultural uses)	25%
RSF-5, Single-family Residential - One Half Unit per Acre	25%
RSF-1, Single-family Residential - One Unit per Acre	25%
RSF-2, Single-family Residential - Two Units per Acre	20%
RSF-4, Single-family Residential - Four Units per Acre	25%
RSF-7, Single-family Residential - Seven Units per Acre	20%
RSF-8, Single-family Residential - Eight Units per Acre	20%
R-O, Residential - Office	20%
RT-12, Two and Three-family Residential	20%
RMF-6, Multi-family Residential - Six Units per Acre	20%
RMF-12, Multi-family Residential - Twelve Units per Acre	20%
RMF-18, Multi-family Residential - Eighteen Units per Acre	20%
RMF-24, Multi-family Residential - Twenty-Four Units per Acre	20%
RMF-40, Multi-family Residential - Forty Units per Acre	20%
NS, Neighborhood Services	20%
C-1, Neighborhood Commercial	20%
CS, Community Services	20%
C-2, Thoroughfare Commercial	15%
U-T, Urban Thoroughfare	15%
C-3, Central Business Commercial	15%
DC, Downtown Core	10%
MSC, Main Street Center	10%
DG, Downtown General	10%
NC, Neighborhood Conservation	20%
I-1, Heavy Commercial and Light Industrial	15%
I-2, General Industrial	15%
P-1, Institutional	25%
PZD, Planned Zoning District (HHOD)	25% (30%)

This option would include a number of different existing districts in a rezone. Due to the lot size and street frontage regulations in the multi-family districts a majority of those units could not be sold fee simple to a family and thus would encourage rentals. The 20% tree preservation requirement is also problematic.



The City of Fayetteville Fire Department

303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

To: Community by Design, Jesse Fulcher
From: Will Beeks, Assistant Fire Marshal
Date: May 12, 2015
Re: RZN 15-5066

This development will be protected by Engine 2 located at 708 N Garland.
It is 1 miles from the station with an anticipated response time of 3 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.

Captain Will Beeks
Fayetteville Fire Department

PUBLIC COMMENT

Fulcher, Jesse

From: Hamilton, George <George.Hamilton@unilever.com>
Sent: Monday, June 15, 2015 12:55 PM
To: Pate, Jeremy; Fulcher, Jesse
Subject: Arkansas Legacy Project: submission on comments to the written packet

Dear Jeremy and Jesse

It is my understanding that are able to submit written comments and questions to the packet for the public hearing on the above project, being held on 6/22.

As such please see the below and thank you for your consideration of our comments in this matter, it is much appreciated.

I and my wife (Sara Burningham) are the owners of 1400 W Cleveland Street, the property directly adjacent to the property in question for the Arkansas Legacy Project.

As such I am writing in advance of the Public Hearing on this matter, to be held 6/22 @ 5.30pm, to express our deep concerns with the project as currently submitted.

We are not adverse to development of this site, in fact are supportive of development of this property in an appropriate fashion both for the neighborhood and this property in particular.

Our concerns are twofold:

1. The rezoning of this property as "Downtown General" is inappropriate in the sense that it is not a downtown location, will sit as an island of zoning surrounded by less dense zoning and will set a concerning precedent that seems at odds with the City 2030 plan that seeks to avoid "rapid growth (that) has led to suburban sprawl....., environmental concerns and increased traffic congestion"
2. The density of the project causes several issues with regards to Traffic and Parking. The current plans as laid out for the Arkansas Legacy project calls for 56 dwellings, but with less than 2 parking spots per property, within the development. As the stated goal is to make this a residential area for families and given the fact that stores are not walking accessible (hills, distance, variety of shops that are even remotely walk able), the likelihood of 2 or more cars per dwelling is high. The result will therefore be on street parking on Cleveland St. or the surrounding area and a significant increase in traffic. This will increase risk to pedestrians in an area that has relatively high pedestrian activity given the proximity to Leverett School and the College Halls, through:
 - a. Addition of **the sole** access road to the development next to an existing and busy 3 way intersection (Razorback Rd and Cleveland St)
 - b. Street parking blocking sight lines, which are further reduced at night through poor street lighting.

Our suggestions:

1. In order to develop this property in an appropriate fashion that fits with the existing neighborhood, existing zoning and future plans for the city AND doesn't cause a potentially dangerous traffic issue in the locality, we would recommend that
 - a. the zoning application is changed to a PZD application or one more fitting with a residential area.
 - b. that the property is developed so that parking is provided at a minimum of 2 cars per dwelling and potentially more, so that public street parking is avoided.
 - c. the access road be moved to the north of the property, via Weddington Road to relieve traffic concentration in a residential area.

The end result we hope is a development that sits well in the environment that surrounds it, as it currently stands the plans for this project do not meet this standard and require alteration.

Yours Sincerely

George Hamilton
Owner 1400 W Cleveland St, Fayetteville, AR, 72701

Fulcher, Jesse

To: Garner, Andrew
Subject: RE: Jeske

From: Ken Gardner [<mailto:KGardner@lmcancercenter.com>]

Sent: Monday, June 08, 2015 10:14 AM

To: Garner, Andrew

Subject: Jeske

Andrew- Susan and I oppose the rezone request that Paul Jeske has submitted for his family's property on Cleveland. I do not believe that Downtown General is appropriate in this location and their proposed " Bill of Assurance" will not be sufficient to address traffic, storm water drainage, parking and other issues that their project will create for the area. I believe that the owners can develop this as RSF-4 or submit a PZD request. Thank you, Ken Gardner

Fulcher, Jesse

From: Beverly Schaffer <bschaffer@arkansas.net>
Sent: Wednesday, June 17, 2015 2:05 PM
To: Fulcher, Jesse
Cc: Pate, Jeremy; Garner, Andrew
Subject: Arkansas Legacy Project

Greetings Jesse,

I would like to share some thoughts about the proposed development plans of the Jeske family, referred to as the Arkansas Legacy Project. My husband, Archie, and I own the property at 1404 W. Cleveland, two doors down from the four acres that will comprise the project.

There are many things we like about the conceptual plans for this project. We appreciate the consideration of the applicant for not proposing to build another single purpose student housing project. We like the mix of housing sizes and designs. We especially are pleased with the plans to preserve the Jeske family home located on the four acres that would be developed. We are encouraged by the applicant's stated desire to build residences that, hopefully, would become owner occupied homes rather than more rentals. We don't object to a modest increase in density that will accommodate the conceptual development plans. However, we oppose the request to rezone the four acres currently zoned mostly RSF-4 to a Downtown General (DG) Zoning district.

The Downtown Master Plan

The DG zoning district was established as a result of the 2006 Downtown Master Plan (DMP). It was intended to be a district restricted to the downtown district of Fayetteville. It would be an arbitrary and unprecedented decision to extend this zoning district to the UA campus edge area, especially within an established residential neighborhood with significant historic significance to the city. The project will encompass only four acres in the center of an almost exclusively residential neighborhood north of Cleveland Street. A downtown zoning district appears to be incompatible with the surrounding land uses.

It would be a bad precedent for the city to extend the DG zoning district to areas not contiguous with the downtown area. Once done, other developers will want the same consideration. The city would have a hard time denying these future requests, resulting in a piecemeal extension of the downtown district to isolated areas of the city to facilitate projects encompassing only a small amount of acreage. This could leave the city open to attack for "spot zoning" or, alternatively, for arbitrarily allowing the use of a downtown zoning district in one case and denying it in another.

As a practical matter, establishing a downtown district in a residential area raises the question whether the architectural and design standards applicable to a downtown district also would apply to a DG district isolated within an existing residential district. This is the kind of confusion that results when you try to put a square peg in a round hole.

The DMP established four downtown zoning districts, Downtown Core, Main Street Central, Downtown General and Neighborhood Conservation. Of these, the NC district (according to the Unified Development Code) "has the least activity and lower density than the other zones" and "is the most purely residential zone" and it "serves to promote and protect neighborhood character". If the applicant was looking for a downtown, form based zoning district compatible with the existing land use in the area, we are puzzled as to why this option was ignored in favor of DG. In any event, NC is a downtown district and, like DG, not intended to be used outside of the downtown area.

Bill of Assurance (BOA)

The BOA offered by the applicant is not a satisfactory or workable solution to the problem of establishing a downtown district within a residential neighborhood. Although the restrictions offered would run with the land, the BOA itself is not enforceable by the city staff. It is only enforceable by the city filing a lawsuit against the developer or a future owner in the circuit court to enforce compliance. This is an undesirable position for the city to be in. City staff and financial resources would have to be regularly deployed to ensure that what ultimately is built complies with the BOA. If the project is built in phases, that burden could extend many years.

While the BOA eliminates some of the problematic permitted uses in the DG zoning district, it doesn't address the many other uses available with a conditional use permit. The BOA does not exclude these conditional uses. If requested in the future by this applicant or a future owner, and if granted, any of those uses would substantially change the character of this property.

Moreover, the BOA merely references an attachment of the conceptual drawings of the project, as currently contemplated, and promises the project ultimately built will be substantially the same. What does "substantially the same" mean? The project may change a great deal before it's built. A court would have to decide whether what eventually is built is substantially the same as what was promised. City resources should not be diverted to monitoring compliance with a BOA that attempts to construct a special zoning district to accommodate a specific project.

In short, the use of a BOA to persuade the city to rezone these four acres to DG places a continuing regulatory burden on the city that is unacceptable. This is not a wise way to establish a new category of zoning to accommodate higher density housing on the perimeter of the UA campus. If that is a desirable goal, there should be a future effort to address this broad objective in a more comprehensive and orderly fashion.

Once again, if the DG/BOA combination is accepted for this project, there will be other requests. It's a matter of concern that other investors would choose to begin buying more single family homes nearby and using them temporarily for student rentals pending similar rezoning requests. Each time this occurs there is a further erosion of the residential character of the neighborhood. Speculative investing in campus edge homes and conversion of owner occupied homes to rentals already has destabilized the sole surviving residential neighborhood on the campus edge. It would be a shame to further incentivize this activity. We need the city's help preserving the unique character of this neighborhood. It adds great value to the city and to the attractiveness of the northwestern border of the UA campus. -

The 2030 Plan

The applicant is correct that the 2030 Plan designates the future land use area of the project as City Neighborhood, which encourages greater density and a mix of housing types. However, the guiding policies for City Neighborhood also include the following goals: "protect adjoining properties from...adverse impacts", employ "proper mitigation measures that address scale, massing, traffic, noise, appearance, lighting, drainage, and effects on property values", and "protect and restore Fayetteville's outstanding residential architecture of all periods and styles". (See the 2030 Plan)

Although the four acres that will comprise the project are within the City Neighborhood planning area, they directly adjoin an exclusively low density residential neighborhood. Because of this, the highest sensitivity should be given to those guiding principles in considering a rezoning request that would more than triple density, generate significant new traffic alongside and behind existing single family homes, add lighting and parking that potentially could create nuisances for neighbors, and would provide no buffer of any kind between these homes and probable rental properties.

While City Neighborhood encourages higher density, common sense dictates that, within an area with this designation, not all land should be developed with the same level of increased density. Rezoning requests should consider the proximity of the specific acreage in relation to an established single family home neighborhood. In this case, the project will be situated within feet of the residential neighborhoods to the north and west. We think only a modest increase in

density would be compatible with the surrounding land use. That would allow some of the land area to be used for mitigation measures to buffer the new development from the adjoining single family homes.

Unfortunately, the 2030 Plan did not specifically address future development on the campus edge, specifically as it applies to student housing. It was passed before the largely unplanned, but significant, increase in student enrollment at the UA. That increase set off a frenzy of student housing development. Regrettably, it also resulted in the conversion of many, many single family homes in our neighborhood from owner occupied homes to student rentals. Quite often, these homes have been purchased by parents of UA students who believe it is financially wiser to own a nearby home for their children and rent the extra bedrooms to their friends rather than to pay for dorm rooms and parking passes.

The point is that, as much as the applicant hopes this project will consist of owner occupied homes, the reality is that these residences will be predominantly rentals, and most likely student rentals. These kinds of residential properties present unique issues. With that reality in mind, it's imperative that this rezoning request be considered in that context so that appropriate mitigation measures are required of the applicant.

Availability of Other Zoning Districts

There are existing residential single family home districts available to the applicant that would allow a modest increase in density. Most of this acreage is zoned RSF-4 and a small portion is RMF-24. The following districts would allow the Jeske family to develop their property to a higher density level compatible with the surrounding properties: RSF-7, RSF-8, RSF-12, RMF-6, or a Residential Planned Zoning District. Some of these districts permit two attached townhouses, others allow duplexes, some allow 2 and 3-family homes and cottage housing.

We understand that these districts are not attractive to the applicant because of the required setbacks and limitations on the percentage of building area or street frontage. But it is exactly those kinds of restrictions that prevent overbuilding on acreage located within a residential zoning district and protect the property values and quality of life of the existing homeowners.

The applicant should be required to design a development that fits within an available zoning district rather than using a downtown zoning district with a bill of assurance to create a special zoning district to fit the desired development. That's the purpose of the Residential Planned Zoning District ordinance (RPZD). If the applicant is wedded to the current conceptual design plans, it seems that an RPZD is the appropriate zoning district for the project.

Specific Challenges of This Development

The traffic and parking issues associated with the project site are well known to both the nearby residents and to the city. Both have been the subject of considerable debate in recent years. Cleveland Street experiences heavy commuter traffic associated with the UA campus and local in/out traffic from residents. Developers may encourage walkability but development plans must embrace the reality that it will be years or decades before any meaningful level of foot traffic or mass transit replaces the daily use of automobiles, even across the street from campus.

There will be only one way in and one way out of this project. Unfortunately, that access point is directly into and out of a very busy and dangerous intersection at Razorback Road and Cleveland Street. This will be a very awkward entry/exit and it will add a significant burden to the existing traffic congestion on Cleveland Street. The applicant should be encouraged to explore connectivity to the north onto Wedington Drive. That would alleviate the pressure on Cleveland Street and allow residents an alternative, and safer, route out of the project. This issue needs to be given careful attention. Serious consideration should be given to relocation of the road in/out of the project away from Razorback Road and to the east end of the property. Traffic already stays backed-up at the three-way stop at Razorback Road.

Moreover, the new road into the project would adjoin the property of the homeowners next door on Cleveland Street and extend into the backyards of homeowners whose houses front Sunset Drive to the west. This is an unacceptable hardship for these homeowners. The applicant isn't offering any buffer or greenspace between this road and these homes. That should be required.

Given the reality that this project will most likely be lived in by UA students, the present plans offer far too few parking spaces for the residents, not to mention probable guests. More on-site parking should be required.

The applicant has complained that the other available zoning districts require too many trees. Tree preservation and adequate greenspace go hand-in-hand with creating developments compatible with nearby established neighborhoods. It should be a high priority.

The bottom line is that the applicant is trying to put too many units on this four acres. Reducing the density to no more than 10 units per acre hopefully would allow room to move the road to the opposite side of the acreage, to preserve more trees, to create a buffer between the existing single family homes, and to allow more space for adequate parking. Adding a second way in and out of the project would reduce substantially the impact of the project on existing traffic problems on Cleveland Street and especially at the Razorback Road intersection.

As presently conceived, this project doesn't adequately address the infrastructure and design challenges associated with this location. But these issues must be considered alongside the rezoning request in order to fully evaluate their impact and to require appropriate mitigation by the applicant as a part of the rezoning approval. Again, the RPZD zoning ordinance would allow all of these issues to be considered and addressed in conjunction with the rezoning.

We request that the planning commission deny the applicant's request to rezone the property to DG. That said, we would be willing to work with the applicant to find common ground on an alternative zoning district that would facilitate the existing conceptual plans, with modifications consistent with the concerns expressed by neighboring property owners.

Thank you for your consideration,

Beverly and Archie Schaffer III

Fulcher, Jesse

From: cbduty@aol.com
Sent: Monday, June 22, 2015 2:38 PM
To: Fulcher, Jesse

As a 58 year resident of Sunset Drive, I am horrified to see the developer plans for the Jeske property on Cleveland Street. This will clearly have a negative impact on the living conditions of property owners here as well as reducing property values.
Please do not vote for Downtown General rezoning!

Sincerely,
Carolyn Banks

Fulcher, Jesse

From: Ethel C. Simpson <esimpson@uark.edu>
Sent: Monday, June 22, 2015 2:20 PM
To: Fulcher, Jesse
Subject: Jeske development on Cleveland Street

I am a long-time resident of University Heights, at the address below. I write to ask the planners to oppose the Downtown General rezoning application. If the property were rezoned as a residential planned zoning district, I understand that the city could consider the development plans AT THE SAME TIME as the rezoning request, thus having much greater control over what ultimately is built BEFORE the rezoning is approved. Especially vital is the location of a new street in this development. It should be constructed to cause the least possible disruption to the established residential character of the adjoining property.

Thank you for your consideration.

Ethel C. Simpson

409 N. Oliver Avenue
Fayetteville AR 72701
(479) 442-2925

Fulcher, Jesse

From: Amy White <moreismore84@gmail.com>
Sent: Monday, June 22, 2015 3:12 PM
To: Fulcher, Jesse
Subject: Jeske Land

Hi,
My name is Amy White and I live at 901 N Sunset Drive. I am unable to attend tonight's meeting. I ask that you please pass my concerns along to the commissioners:
Placing a road behind the homes on the east side of Sunset will generate major noise and light pollution. The homeowners on our street are professionals who work during the day and sleep at night. Students typically do the opposite.
We already feel pressure on our street from campus traffic--this would make it worse.
The developers need to take care of ingress/egress near their own property.
Please protect our street and quality of life in our neighborhood. Please!
Thanks!
Amy White

Sent from my iPhone

June 21, 2015

Andrew Garner, City Planning director

Please forward to the Planning Commission Members for June 22nd meeting.

Re: RZN 15-5066 Rezone (1324 W. Cleveland St. / Arkansas Legacy, LLC., 443)

Dear Mr. Garner and Commission,

I am writing to express my objection to the rezoning of the property at 1324 W. Cleveland. The current zoning is appropriate for the neighborhood and should be left as is. I do not support any rezoning of this property. The location, limited access, available infrastructure (especially traffic issues) and surrounding, majority housing and the residents living in those houses clearly indicate that the property is appropriately and correctly zoned.

If the Planning Commission considers any change to the current zoning, it should be zoning that reflects a reasonable increase in density but keeps the property zoned residential. There is simply no way the location could accommodate more. Anyone that has had long term, first hand, daily experience with having to travel the Cleveland / Razorback intersection is aware of this. We are three blocks from it.

I have been a member of the Fayetteville community for forty-five years and a resident at 668 Gray Street for thirty-five years. Since purchasing the property in 1980, I've married. My wife and I raised our twenty-six year old son here. We are intimately aware of living in this area. We are members of UHNA. Please, do not bulldoze away these fantastic, family neighborhoods so close to all that is Fayetteville.

I ask you to deny any request for rezoning and development that would further erode this wonderful neighborhood. There are so many (and too many) examples around the U of A community of atrocious, strictly-for-profit, inappropriate developments leading to eventual destruction of great neighbors living in great neighborhoods.

Please. Don't let that happen to this property.

Joe Paul
668 Gray
Fayetteville, AR
72701

jpaul91952@aol.com

RZN15-5066

ARKANSAS LEGACY LLC

Current Land Use



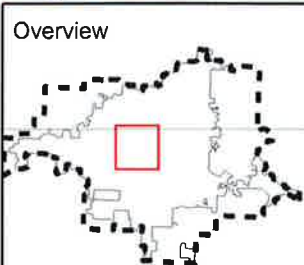
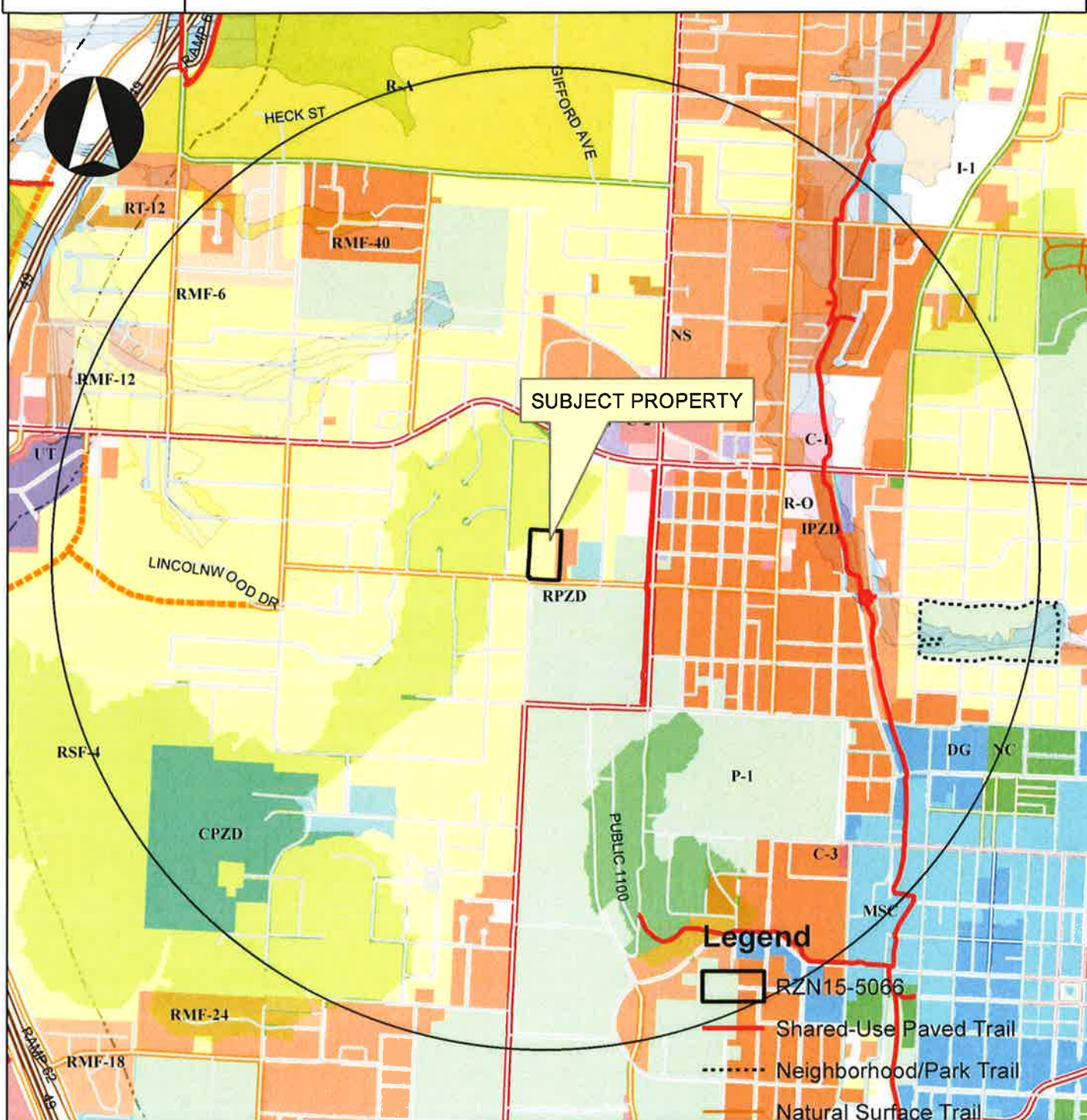
Legend

	RZN15-5066
	Shared-Use Paved Trail
	Neighborhood/Park Trail
	Natural Surface Trail
	Fayetteville City Limits
	

RZN15-5066

ARKANSAS LEGACY

One Mile View



Overview

Legend

Subject Property

Boundary

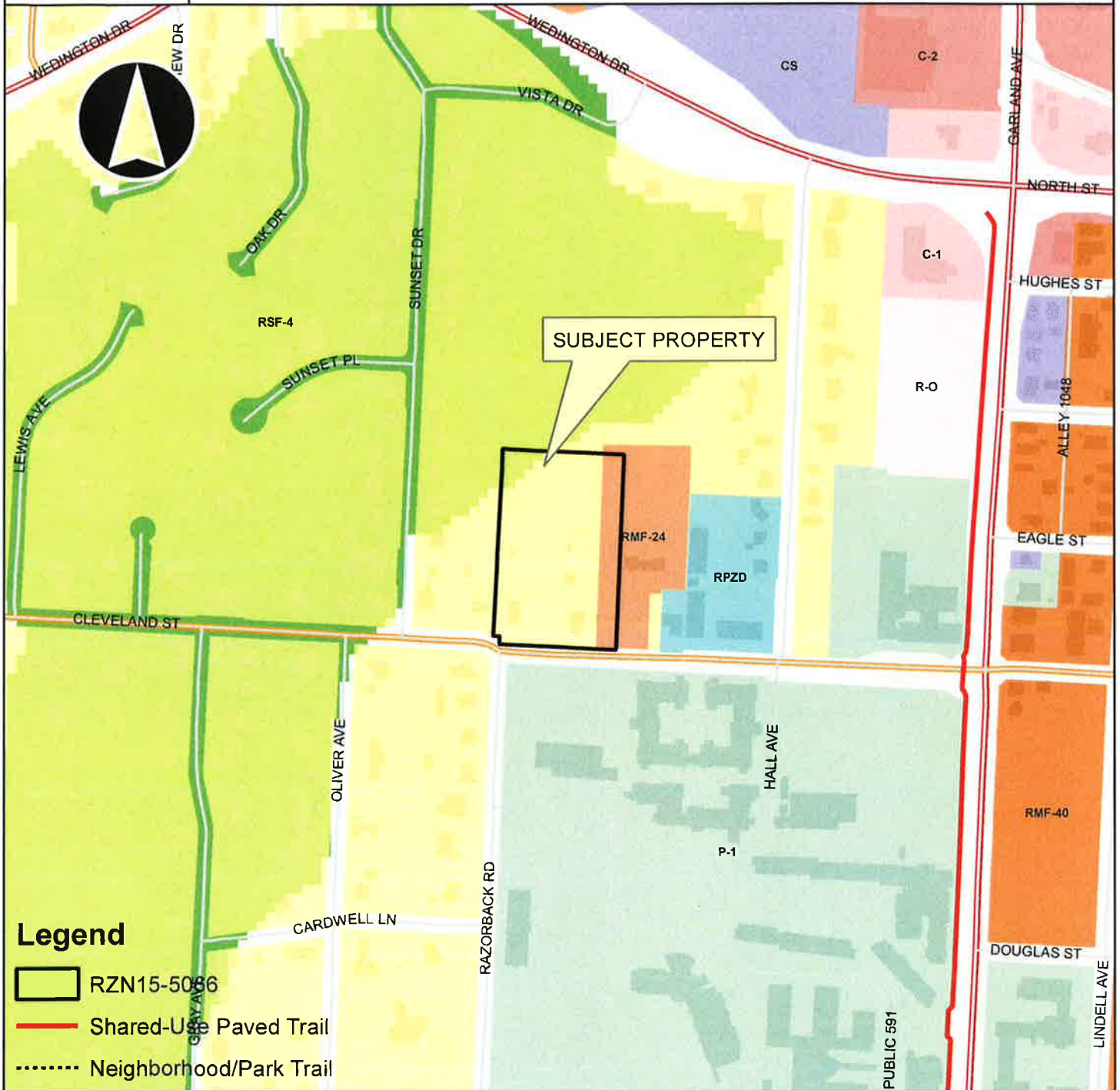
0 0.25 0.5

- Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area
 - Fayetteville
- 1 Miles

RZN15-5066

ARKANSAS LEGACY LLC

Close Up View



Legend

- RZN15-5066
- Shared-Use Paved Trail
- Neighborhood/Park Trail

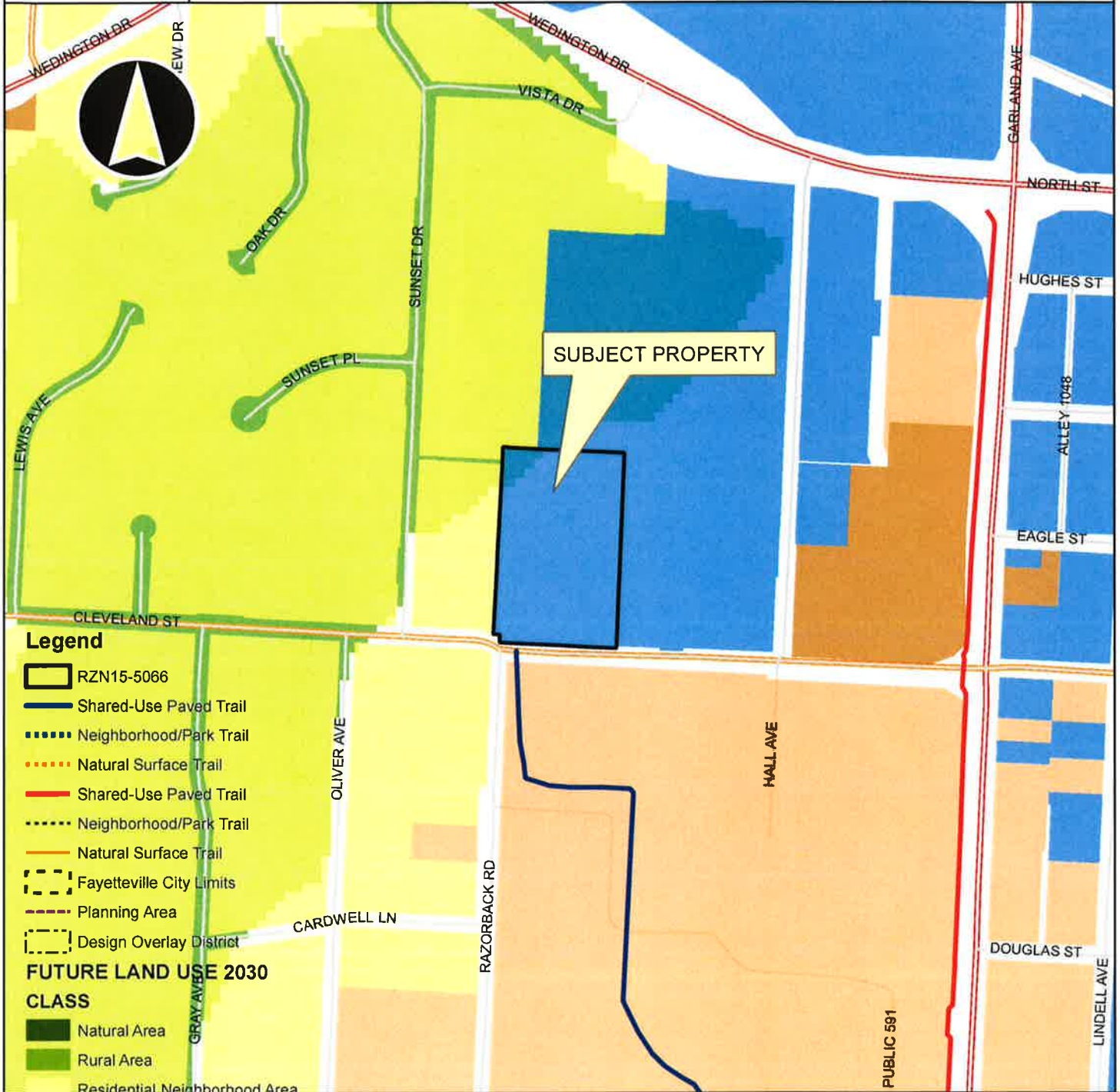
- Overview**
- Fayetteville City Limits
 - Footprints 2010
 - Hillside-Hilltop Overlay District
 - Design Overlay District
 - Planning Area



RZN15-5066

ARKANSAS LEGACY

Future Land Use



ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Introduction to the proposed Arkansas Legacy Project



ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Introduction –Community By Design



Brian Teague, P.E.
Principal

brian@communitybydesignllc.com



Community By Design was founded with the intent of providing the community with planning and engineering consultants who understand and encourage compact, walkable, livable neighborhoods.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

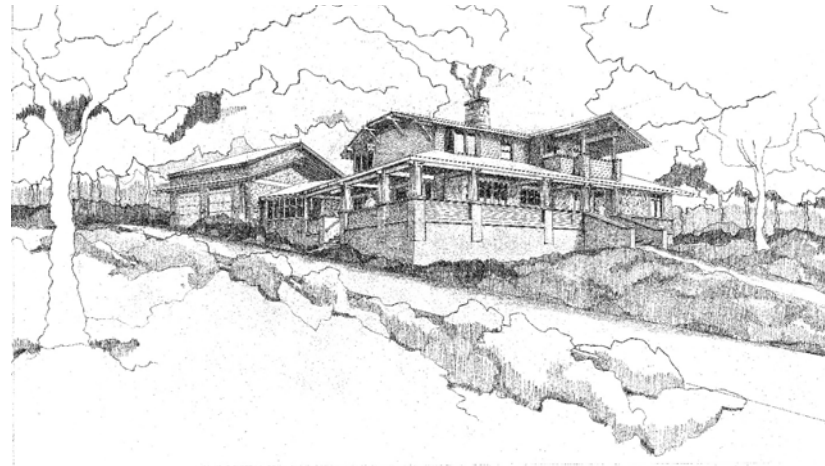
Introduction – **deMx** Architecture



Tim Maddox, AIA
Principal



Landon Foster, AIA
Project Architect



www.demxarchitecture.com

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Property – Four Acres Owned By The Arkansas Legacy, LLC.



The Property is located just to the northeast of the intersection of Razorback Road and West Cleveland Street.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

We are not doing this:



...or anything like it.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

We don't want this:

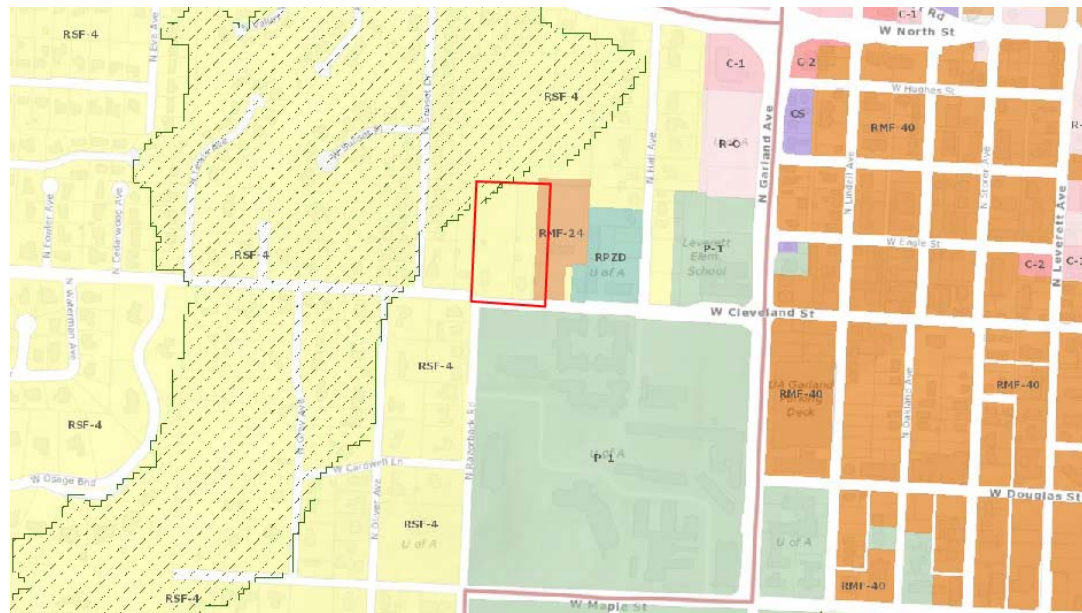


ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Our Project Goals:

- Contribute to and build the neighborhood
- Townhouse, single family look and feel
- Manage traffic and parking
- Preserve trees and green space
- Pedestrian friendly
- Contribute to the City's goals

City of Fayetteville Existing Zoning Map – RSF4 and RMF 24



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ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

City Plan 2030 Goals

Goal 1

We will make appropriate infill and revitalization our highest priorities.

Goal 2

We will discourage suburban sprawl.

Goal 3

We will make traditional town form the standard.

Goal 4

We will grow a livable transportation network.

Goal 5

We will assemble an enduring green network.

Goal 6

We will create opportunities for attainable housing.

Goal 1

- Objective d – Promote densest development around logical future transit stops
- Objective g – Encourage new development that supports and complements the unique characteristics and economic values of employment clusters in and around downtown and the U of A

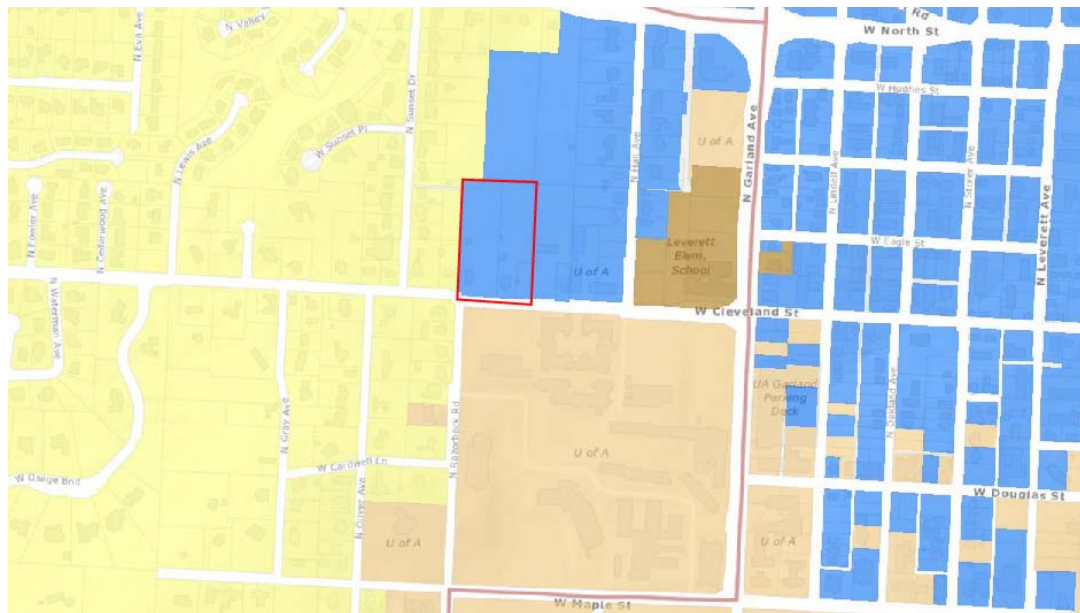
Goal 3

- Objective a – Require new growth that results in neighborhoods that are compact, complete, and connected via denser and varied housing
- Objective b – Prepare a transit-worthy community with density in highly walkable areas along logical future transit routes

Goal 6

- Objective a – Increase housing choices by encouraging a mixture of housing types and sizes and disperse throughout the city
- Objective c – Establish partnerships with non-profit and private entities to facilitate the development of attainable workforce housing
- Objective d – Make housing relatively more affordable by reducing cost of transportation

City of Fayetteville Future Land Use Plan – City Neighborhood Designation



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ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

A Range of Different Unit Types — Age In Place



City Plan 2030 - One of the objectives of Goal #6 is to encourage a mixture of housing types and sizes, allowing residents to age in place. Our goal is not to create a monoculture, but to build a range of unit types that will provide the opportunity for someone to live out their entire lives in the neighborhood.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

1/4 Mile Pedshed – Five Minute Walk



City Plan 2030-Part of Goal #6 is to make housing more affordable by reducing the cost of transportation. The University, Leverett Elementary, Harps, Wal-Mart, and restaurants are all within a five-minute walk of the property. A Razorback transit stop is located adjacent to the property making it possible to conduct daily activities with significantly reduced use of a personal car.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Building Scale



Buildings will be at a scale that provides a neighborhood feel. This will provide a transition from the single-family neighborhood to the west to the more intense uses centered around the University. The renderings are general illustrations only. They do not necessarily reflect final design.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

Arkansas Legacy Master Plan – Approximately 54 Homes



The Arkansas Legacy Master Plan - We have been working on plans for development of the property for most of 2014. A number of different concept plans were developed before the family agreed upon the proposed master plan that contains approximately 54 Homes.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Arkansas Legacy Master Plan – High Quality Public Spaces



The Arkansas Legacy Master Plan - Connected with streets, rear access courts, and pedestrian pathways, high-quality public and semi-public spaces have been incorporated into the master plan. Front porches are planned to enhance the quality of these spaces. This is in accordance with Goal #3 of City Plan.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

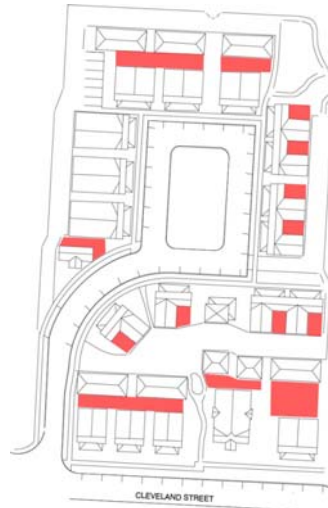
The Arkansas Legacy Master Plan – Rear Vehicular Access



The Arkansas Legacy Master Plan - In addition, to further enhance these public spaces, access to garages have been located to the rear of the homes and garage parking has been provided for nearly all of them. This is also in accordance with Goal #3 of City Plan 2030 and the Urban Residential Design Standards.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Arkansas Legacy Master Plan – Private Courtyards



The Arkansas Legacy Master Plan - In addition to the more public front porches planned for the homes, a more private courtyard is planned for a majority of the homes at Pecan Hill in order to expand living areas into the outdoors.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Arkansas Legacy Master Plan – Tree Preservation



The Arkansas Legacy Master Plan - Tree Preservation also played a major role in development of the master plan. Mature trees are preserved along an old fence line that extends through the property, trees are preserved on either side of the existing house, and also mature pecan trees in the northeast corner are preserved.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Project (Preliminary Design)



Potential Cleveland Street Elevation.
Preliminary Renderings by deMx Architecture.

The renderings are general illustrations only.
They do not necessarily reflect final design.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Project (Preliminary Design)



Potential North Courtyard Elevation.
Preliminary Renderings by deMx Architecture.

The renderings are general illustrations only.
They do not necessarily reflect final design.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Project (Preliminary Design)



Potential East Courtyard Elevation.
Preliminary Renderings by deMx Architecture.

The renderings are general illustrations only.
They do not necessarily reflect final design.

ARKANSAS LEGACY DEVELOPMENT – Community Group Presentation

The Project (Preliminary Numbers)

- Build a diverse neighborhood
 - 1 existing five bedroom home
 - Approximately 8 four bedroom homes
 - Approximately 14 three bedroom homes
 - Approximately 22 two bedroom units
 - Approximately 9 one bedroom units

- 54 potential units

Branson, Lisa

From: Garner, Andrew
Sent: Thursday, July 09, 2015 1:57 PM
To: Smith, Sondra
Cc: Branson, Lisa
Subject: RE: Jeske proposals in re University Heights neighborhood

Yes, it looks like this is public comment for the Legacy Rezoning Appeal (RZN 15-5066) that is on the 07-21-15 City Council agenda.

Andrew

From: Smith, Sondra
Sent: Wednesday, July 08, 2015 5:58 PM
To: Garner, Andrew
Cc: Branson, Lisa
Subject: FW: Jeske proposals in re University Heights neighborhood

Hi Andrew

Does this email go with an agenda item for the July 21, 2015 City Council meeting? Thanks

Sondra

Office of the City Clerk/Treasurer
Sondra E. Smith CAMC, CMC
City Clerk/Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov



From: cbduty@aol.com [<mailto:cbduty@aol.com>]
Sent: Wednesday, July 08, 2015 3:40 PM
To: Smith, Sondra
Subject: Jeske proposals in re University Heights neighborhood

I have lived in this neighborhood since 1958. From the beginning it was a family friendly single family residential area occupied primarily by professional people and university faculty. As the years have gone by, we in this area have seen numerous attempts by developers to "block bust" the neighborhood to allow student housing and commercial interests. The fact is, there are many historical homes in this area and it retains its nature as a single family area. We residents have had to fight off too many attempts to destroy our homes and lifestyles. I recall an attempt in 1963 to widen and extend Wedington up and over the neighborhood. That was the first attempt in my memory. Since then we saw

student housing wedged into a section of expensive homes on Lewis Street, and many attempts to convert existing homes to apartments or duplexes. None of these succeeded and as time went on the homes have been converted back into their original forms, including one Fay Jones home on Sunset now under renovation; Several developers tried to extend Razorback Road through existing backyards to connect to Wedington. Homeowners on either side resisted this incursion. The neighborhood remains beautiful, as is proven by the Fowler House being sited there. Other developers tried to cut through from the western side and found sturdy opposition. With Fayetteville almost solidly high density now, and apartments proliferating as far as the eye can see, it is good to know that one historical family neighborhood still holds its ground on University Heights. There is enough land, enough space for the apartment builders in other areas without destroying this last remaining bastion of a kinder era.

Please give consideration to other goals than developers' profits.

Sincerely,
Carolyn Duty Banks

Branson, Lisa

From: CityClerk
Sent: Tuesday, July 14, 2015 8:41 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Norton, Susan; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Subject: FW: Arkansas Legacy Project appeal--please deliver to Mayor and Aldermen

-----Original Message-----

From: MAH [mailto:holksma@att.net]
Sent: Monday, July 13, 2015 10:17 PM
To: CityClerk
Subject: Re: Arkansas Legacy Project appeal--please deliver to Mayor and Aldermen

Mayor Jordan and City Aldermen:

I reside in the University Heights neighborhood. I am writing concerning an appeal of a planning commission denial of a proposed zoning change for the Arkansas Legacy Project on property that is two blocks from my home. I do not consider the requested Downtown General zoning at all appropriate for a residential project in a residential neighborhood zoned RSF-4. In my understanding, the bill of assurance the project designers have offered is an inadequate means to address the many issues raised by this project, and fails to compensate for the incompatibility of the zoning requested. I urge you to uphold the decision of the city planning staff and the entire planning commission and vote against this zoning change.

Thank you for your consideration of this matter.

Sincerely,

Margaret Ann Holcomb
548 N Gray Ave
Fayetteville, AR 72701
(479)442-9853

Branson, Lisa

From: Branson, Lisa
Sent: Tuesday, July 14, 2015 2:11 PM
To: 'Alan Long (Longward4@gmail.com)'; 'bpennington@fayetteville-ar.gov'; 'citycouncil@matthewpetty.org'; 'dmarr@fayetteville-ar.gov'; 'dmccoy@fayetteville-ar.gov'; 'geads@fayetteville-ar.gov'; 'groberts@fayetteville-ar.gov'; 'kjohnson@fayetteville-ar.gov'; 'kwilliams@fayetteville-ar.gov'; 'lbranson@fayetteville-ar.gov'; 'lbroyles@fayetteville-ar.gov'; 'ljordan@fayetteville-ar.gov'; Norton, Susan; 'ssmith@fayetteville-ar.gov'; 'ward1_pos1@fayetteville-ar.gov'; 'ward1_pos2@fayetteville-ar.gov'; 'ward2_pos1@fayetteville-ar.gov'; 'ward3_pos1@fayetteville-ar.gov'; 'ward3_pos2@fayetteville-ar.gov'; 'ward4_pos1@fayetteville-ar.gov'; 'ward4_pos2@fayetteville-ar.gov'
Cc: 'sara.burningham@gmail.com'
Subject: FW: Arkansas Legacy

I am writing to register our objections to the Arkansas Legacy Project's appeal of the City of Fayetteville Planning Commission's unanimous decision to deny a request to rezone the property next door to us to Downtown General.

My husband, our two young children, and I have been living at 1400 West Cleveland Street since the summer of 2013. We moved to Fayetteville from New York City and are delighted to be raising our kids in such a special place. We chose the pretty yellow house on Cleveland Street for its walkability (I work downtown); the lush green canopy afforded by its gorgeous, mature trees; and the neighborhood's family-friendly feel.

We are not opposed to any and all development on this site. We have been living next door to the Jeske's very poorly managed student house for a couple of years now, and its replacement by owner-occupied family homes is a potential improvement we would very much welcome. Luckily, there is a zoning option that can make that happen: a PZD. And this is precisely the message Arkansas Legacy has been sent from neighbors, planners, and commissioners from the very beginning of this process: Though there are elements of the conceptual plans you have offered that we like, you need to go with a PZD.

The developers, however, are unwilling to hear us. Brian Teague of Communities by Design has repeatedly said that the reason they have persisted in pushing for spot zoning to Downtown General is that they could not get assurances regarding variances on the tree preservation requirements of a PZD, and they don't want to have to pay for detailed plans if they may not get the variances they want. But allowing a Downtown General spot zoning with an attached "relatively unclear Bill of Assurance"—thus creating an island of Downtown General not contiguous with downtown and a zoning with minimal tree preservation requirements—effectively shifts the costs of developing an acceptable plan from the developers to the City of Fayetteville. Instead of investing in a rigorous planning process from their end, Arkansas Legacy is asking for the city to approve conceptual plans that outline a future development that is bound to be "substantially" the same and for the city to, therefore, bear the costs of enforcing a Bill of Assurance via lawsuit.

I can see how attractive the possibility of rezoning to Downtown General would be to developers, particularly in conjunction with a Bill of Assurance that offers such vague 'specifics' - language like "substantially" and "general" and "concept". But is it best for the city and its residents? If this precedent were set, it could very well result in the Fayetteville Planning Commission, Planning Staff,

and City Council having to devote a great deal of time to dealing with a surge in speculative zoning requests from developers, and neighbors and the city would find themselves bearing the burden of having to enforce Bills of Assurance.

Brian Teague emphasizes that the tripling of density that their conceptual drawings suggest is in line with the City Neighborhood designation. But City Neighborhood is not zoning. The City Plan 2030 Goal 1 calls for **appropriate** (emphasis mine) infill. The Fayetteville Planning Staff has stated that the conceptual renderings and Bill of Assurance provide no maximum density along Cleveland Street and no specifics on the units along internal streets #1 and #2. Per the staff's report: "The proposal may contain a variety of housing types, or provide all attached housing units and completely exclude single-family homes." The revised Bill of Assurance does not resolve this problem.

The trees, the great lungs of our city, are crucial to our quality of life, our enjoyment of our house, our privacy, our birds—even the fat squirrels that feast on the pecan trees my family loves so much. That said, we understand that this land is ripe for development and that some trees will have to go. But it is not good enough to say that because you can't build at the density you want to make whatever profit you have deemed desirable unless you ditch tree preservation requirements, the City has a duty to grant a zoning so incompatible with the neighborhood and unwelcomed by the neighborhood.

Preserving trees in a new development is a challenge, but when both sides are working together, it's far from impossible. The City Forester, in fact, has provided a memo that acknowledges the difficulties of achieving minimum canopy requirements in infill development like this, but that makes clear he will work with the developers through a PZD process "to achieve minimum canopy requirements through available mitigation options." Arkansas Legacy, however, continues to reject our best efforts to find a mutually satisfactory solution.

I would like to reiterate that we support and encourage sustainable growth and development for our neighborhood. We would love for more families to be able to make a home in our wonderful community—and we had high hopes that the development would take these wishes into account. But their insistence upon pursuing a Downtown General designation instead of working with the city on a PZD despite universal and unanimous opposition leaves us with little confidence in the intentions of Arkansas Legacy.

We hugely appreciate your service to the community and the time you have taken to read these concerns. We are eager to answer any questions you may have.

Yours,

Sara Burningham (& family).

Branson, Lisa

From: Vince Chadick <vchadick@bassettlawfirm.com>
Sent: Tuesday, July 21, 2015 10:56 AM
Cc: Smith, Sondra

Dear Council Members Gray, Marsh, Kinion, Petty, Tennant, Schoppmeyer, La Tour, and Long,

Thank you each for your dedicated service to our beloved Fayetteville. We citizens are grateful.

My family and I live at 681 N. Razorback Road.

As it relates to the Arkansas Legacy Project's appeal of the Planning Commission's decision to deny a re-zoning request, I support your denying the appeal and affirming the unanimous decision of the Commission (and the recommendation of City staff).

Thank you for your time and consideration. (And, please – you don't need to reply to this email. I know you're already busy!)

Best regards,

Vincent Chadick

Branson, Lisa

From: Branson, Lisa on behalf of Smith, Sondra
Sent: Tuesday, July 21, 2015 8:33 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Norton, Susan; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Pate, Jeremy; Garner, Andrew; Fulcher, Jesse; Harrison, Rebecca
Subject: FW:

From: Rebecca Harrison [mailto:rebeccanewth@gmail.com]
Sent: Monday, July 20, 2015 8:42 PM
To: Smith, Sondra <:ssmith@fayetteville-ar.gov>
Subject:

very much want to establish that I am against the rezoning for the jeske project. I am a resident thirty years, husband the dean of libraries and I live in the historic farm house on Oliver and Cardwell. Cannot imagine more traffic on Cleveland. Rebecca Newth Harrison

Branson, Lisa

From: Branson, Lisa on behalf of Smith, Sondra
Sent: Tuesday, July 21, 2015 8:33 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Norton, Susan; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Pate, Jeremy; Garner, Andrew; Fulcher, Jesse; teresa_turk@hotmail.com
Subject: FW: Proposed rezoning of Jeske property

From: Teresa Turk [mailto:teresa_turk@hotmail.com]
Sent: Monday, July 20, 2015 9:28 PM
To: Smith, Sondra <:ssmith@fayetteville-ar.gov>
Subject: Proposed rezoning of Jeske property

Please distribute to all the Council members.

Dear City Council Members,

My name is Teresa Turk and I live at 1408 W. Cleveland St, 3 houses west of the proposed rezoning of the Jeske property. I am against any increase in density or rezoning for the University Heights neighborhood. Allowing this area to be rezoned to Downtown General sets a very bad precedent and is completely incompatible with the existing neighborhood.

Cleveland street is already overused with too many vehicles using this street. The additional allowance of having a single entry and exit point on Cleveland for a huge development will greatly increase congestion on already overloaded and dangerous street.

Finally the property owners are not being transparent with their development plans. Without all the design plans how can anyone truly know what they will build. They could have even higher densities than what is proposed.

For all these reasons, please do not approve this rezoning proposal. It is a bad idea and bad for the neighborhood. The planning commission made the correct decision.

Thank you for your consideration,
Teresa Turk
1408 W Cleveland St.

Branson, Lisa

From: Branson, Lisa on behalf of Smith, Sondra
Sent: Tuesday, July 21, 2015 8:32 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; McCoy, Dee; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Norton, Susan; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Cc: Pate, Jeremy; Garner, Andrew; Fulcher, Jesse; sdh2@cox.net
Subject: FW: Arkansas legacy project

-----Original Message-----

From: Susan Hall [mailto:sdh2@cox.net]
Sent: Monday, July 20, 2015 9:56 PM
To: Smith, Sondra <:ssmith@fayetteville-ar.gov>
Subject: Arkansas legacy project

Please forward this email to our mayor and aldermen.

My husband and I live on Oliver Avenue near the proposed legacy project. We would like to register our deep concern about the rezoning proposed. It would seem that one purpose of zoning is so residents can feel secure in planning and investing in a particular area. We have always been aware that the area in question would be developed eventually, but we thought the nature of the project would be determined by existing zoning. Downtown General certainly was not intended to be used in residential areas outside the core of the city.

The developers argument that they cannot make the profit they want to make if they abide by present zoning seems like a poor one to us. The reason for this zoning is to help maintain the neighborhood in the face of such encroachment. This zoning was determined calmly with due consideration for many factors. It should not be overturned to satisfy whims.

Thank you for considering the neighborhood and neighbors.

Sincerely, Susan and Orville Hall

Sent from my iPad'

June 21, 2015

Andrew Garner, City Planning director

Please forward to the Planning Commission Members for June 22nd meeting.

Re: RZN 15-5066 Rezone (1324 W. Cleveland St. / Arkansas Legacy, LLC., 443)

Dear Mr. Garner and Commission,

I am writing to express my objection to the rezoning of the property at 1324 W. Cleveland. The current zoning is appropriate for the neighborhood and should be left as is. I do not support any rezoning of this property. The location, limited access, available infrastructure (especially traffic issues) and surrounding, majority housing and the residents living in those houses clearly indicate that the property is appropriately and correctly zoned.

If the Planning Commission considers any change to the current zoning, it should be zoning that reflects a reasonable increase in density but keeps the property zoned residential. There is simply no way the location could accommodate more. Anyone that has had long term, first hand, daily experience with having to travel the Cleveland / Razorback intersection is aware of this. We are three blocks from it.

I have been a member of the Fayetteville community for forty-five years and a resident at 668 Gray Street for thirty-five years. Since purchasing the property in 1980, I've married. My wife and I raised our twenty-six year old son here. We are intimately aware of living in this area. We are members of UHNA. Please, do not bulldoze away these fantastic, family neighborhoods so close to all that is Fayetteville.

I ask you to deny any request for rezoning and development that would further erode this wonderful neighborhood. There are so many (and too many) examples around the U of A community of atrocious, strictly-for-profit, inappropriate developments leading to eventual destruction of great neighbors living in great neighborhoods.

Please. Don't let that happen to this property.

Joe Paul
668 Gray
Fayetteville, AR
72701

jpaul91952@aol.com

July 21, 2015

Addendum to my letter to the Planning Commission for City Council Meeting

Council Members,

I am sending another copy of my letter for your meeting. In addition, I want to add that my position has not changed. Everything I read or hear concerning the Jeske property continues to solidify my position. The property is zoned correctly and should not be changed. The PZD zoning is a compromise I am willing to accept reluctantly. Our neighborhood surrounding the west, northwest and north of the U of A is the last neighborhood around the University campus that has not been slowly turned into massive, student housing projects. Can we not have a University community that reflects the needs of families, too?

A drive around the U of A neighborhoods and an examination of satellite images of the area reveal clearly the loss of family-planned neighborhoods. If this project is approved as anything except RSF-4, many long-term residents see that as the last sign they need to sell their homes and property to whoever is the highest bidder and regardless of what their plans may be.

Appropriate in-fill to the property is RSF-4. I have neither seen nor heard anything that convinces me otherwise. Please, reject this rezoning. There is a lot more at stake than tree canopy and how many beds could be crammed onto four acres.

Lastly, the letter by Sara Burningham is, by far, the most concise of any argument to prevent the DG rezoning. I support everything she states and the reasoning by which she arrives at her conclusions. I just don't see ANY reason to go beyond the RSF-4.

Sincerely,

Joe Paul

Fayetteville City Council
Comments by Paul Jeske, Arkansas Legacy LLC
July 21, 2015

Introduction

I grew up in Fayetteville and am familiar with changes in area around the University campus

Many examples of neighborhoods that no longer exist, not sustainable

Dickson Street, especially west of Duncan Street

Maple Street

Cleveland Street

Things the neighbors and I share

- Love for the City and the local neighborhood
- History with and emotional attachment to the neighborhood
 - The family lived on the property for 60 years.
- Love for the University but also 'on the front line' of interaction with the University
- Project Cleveland experience
- Several community and ward meeting discussions on this project
- Anguish and stress over this process
- Concern for future of the neighborhood
- Concern that Downtown General zoning means there will be a downtown commercial area in the neighborhood
- We do NOT want a commercial development in the neighborhood.
- *We all want a high quality, sustainable neighborhood and community!*

The best way to protect the neighborhood is to grow the neighborhood.

How we got here

- Work with engineer and architect to develop concept
 - Develop and build a sustainable neighborhood
 - Not Project Cleveland and not a parking lot
 - Recognize the unique location of the property
 - Contribute to City 2030 Goals
 - Traditional town form
- Met with City Planning staff
- Presented original concept to neighbors and asked for feedback.
 - Traffic, parking, street location
 - PZD use
- Wide review of City zone options
 - RSF Large lot and street frontage requirements
 - RMF Generally directed toward apartment and multi-family developments
 - PZD Shared planning
 - Uncertain outcome
 - Tree retention requirements not likely to be met (Urban Forester), variance required
 - Downtown General
 - Label gives impression of commercial development
 - Lot size and street frontage requirements provide more flexibility
 - Language in City code directly describes variety of family homes to be built.

When presented to neighbors, “What happens if make the zone change & then we sell the property to someone else?”

Bill of Assurance (BOA)

Intended to meet neighbor concerns

Components

- Master Plan (Dropped due to development design questions)
- Height
- Residential Use only
- Density

Meetings with City Attorney and City Planning staff

Several versions

Precedence for using BOA

In discussions with the City Attorney, I understood that he felt the BOA was enforceable. In discussions with Jeremy Pate, I understood that he feels that the current form of the BOA is understandable and enforceable. This is different from the statement in the City Planning staff to you regarding this proposal (in part based on earlier versions of the BOA).

Not normal, but legal and effective.

Appeal Concerns

- The Planning Commission did not have the full public record available for their review. The letter from the Urban Forester was omitted. It includes a key statement regarding inability to achieve PZD 25% tree canopy retention requirement.
- City Attorney stated that BOA was enforceable while Development staff said it was not.
- Inconsistent application of Downtown General zoning (Walker Park neighborhood).
- Difference of opinion regarding consistency of the request with City Long Range goals.

Downtown General appropriate at this location

- Downtown General (DG) code seems very appropriate for the intended use:

"Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. . . . There is a mixture of single family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, . . ."

"City Neighborhood Areas are more densely developed than Residential Neighborhood Areas and provide a varying mix of nonresidential and residential uses." (Emphasis added.)

- DG is being used for residential development in many parts of the City beyond the downtown core.
- There is precedence for using DG to encourage residential development, including areas away from the downtown core and the area is designated City Neighborhood in the Future land Use Plan.
- This area is closely tied to the urban/densely populated University and commercial areas along Garland and near the Garland & Weddington intersection. Much closer to the urban & commercial areas than some areas designated as DG in SE portion of town.

Basic Government decision-making test

Legal basis for action

Rationale clearly expressed

Consistently applied

When can't meet these basic tests, then decision or action could be arbitrary and capricious.

Does the city Planning staff rationale for use of DG zoning category in many other areas of the City, but not here pass these basic tests?

Doing something differently

In discussions I understood that Jeremy Pate stated that there is not a 'form based' zoning category that allows the type of development as was originally included in our Master Plan. Current zoning tends to direct developers toward typical housing tracts or apartment developments. I acknowledge the difficulty of our application that is trying to do something different.

It is different, but

- Consistent with City Long Range Plans
- Encouraged by City Plan 2030 Goals

City Plan 2030

Our application (that included a Master Plan) identified many ways the application is meeting the stated objectives.

One – "Appropriate infill and revitalization our highest priorities."

Two – "Discourage suburban sprawl"

Three – "Make traditional town form the standard."

Four – "Livable transportation network"

Six – Housing - "encourage *a mixture of housing types and sizes and dispersed throughout the city.*" "... complete, compact and connected neighborhoods are pedestrian friendly"

With these many examples, the proposed zoning change (even without the Master Plan) STRONGLY CONTRIBUTES to the City's 2030 Goals and Objectives. This is different from the opinion expressed by the City planning staff.

Sustainability

For a sustainable community, the three basic components must be integrated and in balance;

- The economy,
- The environment, and
- Social systems

Our proposed density of 54 units is at the minimum needed to economically support the development. When compared with the density included in Project Cleveland (13.5 units/acre for our proposal versus 45 units/acre in Project Cleveland), you can see that **significant density and economic concessions have already been made.**

City regulations will ensure that environmental and safety concerns are met on the site. For this site **a 10% tree canopy retention level is planned and is the level appropriate for infill and traditional town form.**

The proposed 54 dwelling units is a density that should build and maintain a community. **The proposed density and other restrictions included in the BOA recognizes its 'transitional location' and respects the adjacent residential uses.** The potential variety of unit sizes and shapes is intended to encourage a diverse mix of users, including families with children who could attend the local Leverett Elementary School.

Some Reasons to Approve the Zoning Change Request

1. The proposal provides for thoughtful growth and economic development.
2. The proposal protects quality of life concerns in the neighborhood by restricting height, use and density.
3. It provides for a walkable, sustainable neighborhood close to the University.

4. The zoning change will allow the development to contribute to City Plan 2030 goals.
5. The proposal uses an existing City code for Downtown General with all the requirements and restrictions it includes.
6. DG is appropriate for traditional, 'town form' residential development and it is already being used for residential areas in the City.
7. Language in the DG code specifically allows for a wide range of residential development.
8. Both the City Attorney and the Director of Development Services have stated that the BOA is enforceable.
9. The zoning change with BOA restrictions is consistent with the City Neighborhood designation in the City of Fayetteville Land Use Plan.
10. The zoning change with BOA restrictions allows for limited growth in a sensitive area near the University.
11. There is precedence for using the DG zone for residential development away from 'the downtown core' and for using legal documents such as BOA.
12. The restrictions in the BOA should satisfy neighborhood concerns.
13. The proposal makes a positive contribution to the community and makes the entire area a more sustainable neighborhood.
14. This proposal is significantly different from and should not be confused with Project Cleveland.
15. The proposal takes into consideration the Urban Forester's statement that PZD Green tree retention requirements are not appropriate or achievable on this site.
16. Encourages a major economic investment in the community.
17. Allows for flexibility in the zoning change process and zoning interpretation.

18. DG with the BOA allows a greater level of predictability for the owner. The project should be allowed to proceed.

Stewardship

'You don't plan a tree for yourself. You plant it for future generations.'

I feel the responsibility to be a good steward of the property and make a positive contribution to the neighborhood.

This proposal is like planting a tree. I do expect lots of work to make the neighborhood a success and help it grow. The major benefit from this new neighborhood will be for those who follow me rather than myself. This zoning change request is the beginning of our attempt to make a positive investment in and contribution to the neighborhood and the City.

The best way to protect the neighborhood is to grow the neighborhood.

Please approve our family's request to make this positive change.

This was replaced in the Final Agenda packet as additional information.

EXHIBIT #4 (Revision 1 - 5/31/15)

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Arkansas Legacy LLC**, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, substantial irreparable damage justifying injunctive relief has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will reasonable rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. Development of the property will be constructed as substantially shown on the attached Arkansas Legacy Master Plan labeled as Exhibit #5. Exhibit #5 has been included as a part of this Bill of Assurance in order to show the following site planning characteristics that are being proposed:

- a) The general horizontal alignment of the proposed new streets.
- b) The general location of the proposed tree preservation areas.
- c) The general location and massing of the proposed buildings in relation to the street.
- d) The general location of the proposed rear lanes and the concept that most of the immediate vehicular access to off-street parking is located to the rear of the buildings and generally not visible from the front of the homes or the street.

2. Development of the property will be limited to the following permitted uses as defined by the City of Fayetteville Unified Development Code: single-family dwellings, two-family dwellings, three-family dwellings, multi-family dwellings, cottage housing development, and home occupations.

3. Development of the property will be limited to no more than thirty (30) dwelling units located on or using New Streets #1 and #2 for the required street frontage. The majority of these thirty (30) dwelling units will be either attached or detached single family dwellings. Additional dwelling units will be located on or utilize West Cleveland Street for required street frontage.

This was replaced in the Final Agenda packet as additional information.

4. Development of the property will be limited to construction of new buildings that do not exceed thirty (30) feet in height, as measured from the soffit to the finished grade around the outside perimeter of the building.

5. Petitioner specifically agrees that all such restrictions and terms shall run with the land and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

EXHIBIT "C"

This was replaced in the Final Agenda packet as additional information.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, Paul E. Jeske, as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

June 22 2015
Date

Paul E. Jeske
Printed Name

2820 Riverside Drive
Address
Salem, OR 97306

Paul E. Jeske
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 22nd day of June, 2015, ~~2009~~, appeared before me, Michelle S. Sprauer, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

Michelle S. Sprauer
NOTARY PUBLIC

My Commission Expires:

11/02/2018



EXHIBIT "C"

Master Plan Key:

- A Existing House
- B Proposed House
- C Private Courtyards
- D Tree Preservation
- E Pedestrian Pathway
- F Central Green
- G Razorback Transit Stop

Tentative Agenda
Page 390 of 863



Exhibit #5 (Revision 1- 5/31/15)
Arkansas Legacy Master Plan

BILL OF ASSURANCE FOR THE CITY OF FAYETTEVILLE, ARKANSAS

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") **Arkansas Legacy LLC**, hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

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2. Development of the property will be limited to the following permitted uses as defined by the City of Fayetteville Unified Development Code: single-family dwellings, two-family dwellings, three-family dwellings, multi-family dwellings, cottage housing development, and home occupations.

3. Development of the property will be limited to no more than fifty-four (54) total dwelling units. No more than thirty (30) dwelling units will be located on or use New Streets #1 and #2 for the required street frontage.

4. Development of the property will be limited to construction of new buildings that do not exceed thirty (30) feet in height, as measured from the soffit to the finished grade around the outside perimeter of the building.

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, _____, as the owner, developer or buyer (Petitioner) **voluntarily offer** all such assurances and sign my name below.

Date

Printed Name

Address

Signature

NOTARY OATH

STATE OF OREGON }
COUNTY OF MARION }

And now on this the ____ day of _____, 2015 appeared before me, _____, a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

NOTARY PUBLIC

My Commission Expires:

Master Plan Key:

- A Existing House
- B Proposed House
- C Private Courtyards
- D Tree Preservation
- E Pedestrian Pathway

This has been revised.

- F Central Green
- G Razorback Transit Stop



Exhibit #5 (Revision 2 - 7/10/15)
Arkansas Legacy Master Plan

Arkansas Legacy
Zoning Options

In a continuing effort to respond to expressed concerns regarding our proposed zoning change, we are continuing to consider a variety of zoning options.

Alternatives being considered to that would remove the Downtown General zoning request (and the potential precedence it would set) include;

1. Using RMF zoning designations to create less dense development along the west boundary (near Sunset Drive) and more dense development along the east boundary (near Theta Tau). Perhaps RMF-12 along the west side, RMF-18 in the center, and retaining the existing RMF-24 on the eastern side of the property.
2. Using the Community Services zoning category for the area west of the existing RMF-24.
3. Using a Planned Zoning District (PZD) with an identified target density of 60 units for the entire parcel and a 10% tree retention standard.

And the last alternative;

4. Continuing with the original proposal for Downtown General with the attached Bill of Assurance.

To address questions regarding parking, the following standards are established in City code. Parking requirements will be addressed during the 'Large Scale Development' process.

Number of Bedrooms	Bike rack credit	Bus stop credit	Moped credit	Required Parking in draft plan	Parking spaces	Difference
132	-10%	-10%	-10%	91	113	+22

Please remember that this potential development is very expensive (up to \$1.4 million for streets and other infrastructure). A certain density is needed to make the development economically feasible.

*Handed out at the City
Council Meeting 8/4/15*

CityClerk

From: brian@communitybydesignllc.com
Sent: Tuesday, August 04, 2015 1:56 PM
To: CityClerk
Subject: Arkansas Legacy Rezone

The applicant requests to table tonight's City Council Agenda Item regarding the Arkansas Legacy Rezone to the August 18th City Council meeting.

Thank you. Please let me know if you have questions or need further info.

Brian Teague
Community By Design
479-790-6775



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: Jeremy Pate, Development Services Director
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: July 29, 2015

RE: Legacy Rezoning Appeal Considerations

I have provided a discussion of **Zoning Considerations** to every member of the City Council both during your orientation for new City Council members and when a controversial or highly contested rezoning request is before the City Council for decision. Because the City Council is now facing two controversial rezoning requests: one on Highway 16 East and one on Cleveland; I thought I should provide you another copy. I request that you refer to any appropriate such consideration during your discussion to help explain your vote.

I do want to mention that the applicant for the Legacy proposed rezoning has emphasized something that I had never heard as a justification for a rezoning during my twenty years sitting as a City Council member and later as City Attorney. The applicant initially rejected presenting a PZD because of its 25% tree preservation requirement and thus requested Downtown General for its 10% tree preservation requirement. In the applicant's handout to the Ward 4 meeting of July 27, 2015, the applicant offered to use a Planned Zoning District with "a 10% tree retention standard."

Their about four acre parcel is mainly zoned RSF-4, Residential Single Family, 4 units per acre which carries a 25% tree preservation minimum. The remaining about .75 acre area is zoned RMF-24 which carries a 20% tree preservation minimum. The percent of required tree preservation for the entire parcel is about 24% as the lot is now zoned. Thus, an important reason cited by the rezoning applicant is to reduce the current tree preservation requirement of 24% to the 10% level allowed by Downtown General. This reduction in preserved trees would enable the developer to place more housing units onto this four acre parcel to generate more profit and avoid having to plant mitigation trees, preserve trees on other owned property or city parks or pay into the tree escrow fund to plant trees nearby.

I guess the applicant could claim he should be allowed to preserve fewer than 42% of the trees that his current zoning now requires in order to put his property to its "highest and best use" from a monetary viewpoint. As I have stated many times to you in my Zoning Consideration memos "The benefit to the owner of a proposed rezoning may certainly be considered, '(h)owever, we have held that **rezoning is not justified solely on the ground that it is necessary to put a particular tract to its most remunerative use.**' *Tanner v. City of Green Forest*, 302 Ark. 170, 788 S.W. 2d 727, 729 (1990). (emphasis added)." Alderman Orientation memo of December 29, 2014.

Never have I heard before from a rezoning applicant that his desire to not preserve, but to remove more trees from his property justifies a rezoning. It may be ancient history to many of our current City Council members, but a controversial decision to help a developer avoid some of the tree ordinance's tree preservation requirements was one of the most important and decisive issues in the 2000 Fayetteville Mayor's race and maybe in a City Council Member's race. This issue even motivated acts of civil disobedience to try to save trees that the soon to be defeated mayor with some City Council support allowed to be removed. The City was even sued and paid hundreds of thousands of dollars to preserve trees in another part of town as part of a settlement agreement. It is surprising to me to see this same type of issue once again being asserted by a developer.

CONCLUSION

When summarizing state law and Arkansas Supreme Court decisions, I have advised the City Council for over a dozen years that probably "the most important factor and underlying reason to have zoning in the first place is to promote COMPATIBILITY among neighboring parcels." I have also provided this summary of legally sanctioned rezoning considerations.

"SUMMARY OF CONSIDERATIONS FOR A REZONING REQUEST

Factors that may be legally considered in rezoning issues:

1. Compatibility with adjacent zones (avoiding spot zoning)
2. Public opposition that is logical and reasonable
3. Traffic (safety and congestion)
4. Safety and Fire protection
5. Good civic design and efficiency
6. Adequacy of public facilities (sewage, water, streets)
7. Noise
8. Litter
9. Decrease in value of adjoining land
10. Appropriate and best use of land
11. City's need or lack of need for more land to be zoned as requested
12. 2030 Plan objectives"

Arkansas Legacy
Zoning Options

offered
7/27/15
Brian at
5:58 pm

In a continuing effort to respond to expressed concerns regarding our proposed zoning change, we are continuing to consider a variety of zoning options.

Alternatives being considered to that would remove the Downtown General zoning request (and the potential precedence it would set) include;

1. Using RMF zoning designations to create less dense development along the west boundary (near Sunset Drive) and more dense development along the east boundary (near Theta Tau). Perhaps RMF-12 along the west side, RMF-18 in the center, and retaining the existing RMF-24 on the eastern side of the property.
2. Using the Community Services zoning category for the area west of the existing RMF-24.
3. Using a Planned Zoning District (PZD) with an identified target density of 60 units for the entire parcel and a 10% tree retention standard.

And the last alternative;

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132	-10%	-10%	-10%	91	113	+22

Please remember that this potential development is very expensive (up to \$1.4 million for streets and other infrastructure). A certain density is needed to make the development economically feasible.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 40 of 863

Text File

File Number: 2015-0357

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

RFP NO. 14-11 NEW WORLD SYSTEMS CORPORATION

A RESOLUTION TO AWARD RFP NO. 14-11 AND AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$813,651.00 TO UPGRADE THE CITY'S ENTERPRISE RESOURCE PLANNING SYSTEM, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$840,500.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$147,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP No. 14-11 and authorizes a contract with New World Systems Corporation in the amount of \$813,651.00 to upgrade the City's Enterprise Resource Planning System, approves a five (5) year maintenance agreement in the amount of \$840,500.00, and further approves a project contingency in the amount of \$147,000.00.

City of Fayetteville Staff Review Form

2015-0357

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul A Becker/Keith Macedo

7/30/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution awarding RFP 14-11 and approving an agreement in the amount of \$813,651.00, for the upgrade of our Enterprise Resource Planning (ERP) system, a project contingency of \$147,000.00, and a five (5) year maintenance agreement in the amount of \$840,500.00, with New World Systems Corporation. The agreement includes the purchase of related software, implementation services, data conversion, and project management services to fully implement a new ERP system.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

13008

13008 - ERP Upgrade/ Replacement

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,421,680.00

Funds Obligated \$ 2,824.00

Current Balance **\$ 1,418,856.00**

Does item have a cost? Yes

Item Cost \$ 813,651.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 605,205.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul Becker, Chief Financial Officer *PB*
Keith Macedo, Information Technology Director *KJM*

DATE: July 30, 2015

SUBJECT: Resolution awarding RFP 14-11 and approving a contract in the amount of \$813,651, for the upgrade of our Enterprise Resource Planning (ERP) system, a contingency of \$147,000, and a five (5) year maintenance agreement in the amount of \$840,500, with New World Systems Corporation. The contract includes the purchase of related software, implementation services, data conversion, and project management services to fully implement a new ERP system.

RECOMMENDATION:

City staff recommends awarding RFP 14-11 and approval of the attached contract, a project contingency, and a five (5) year standard software maintenance agreement (SSMA), with New World System Corporation, for the purchase of related software, implementation services, data conversion, and project management services to fully implement a new ERP system.

BACKGROUND:

Our current ERP system, provided by New World Systems, operates on an AS400 platform and was purchased in 1992. Our ERP system provides software for our core financial systems which includes general ledger, accounts payable, accounts receivable, human resources, payroll, inventory, budgeting, fixed assets, and utility billing. We have performed updates to the system over the years but have not upgraded the system to keep pace with major technology advances, due to the cost of upgrading. Our current system is typical of a system that would have been implemented fifteen (15) years ago, it performs most basic functions but is difficult to use, difficult to integrate with other systems, does not provide adequate reporting, and requires significant custom programming to maintain a functioning system. In 2010 the City performed a detailed Information Technology Assessment, with an outside consultant, and they ranked the replacement of our current ERP system as a high priority.

DISCUSSION:

To ensure the City selected an ERP system that would fulfill organizational wide needs for the near and long term, City Administration created an RFP committee comprised of staff from across the organization. City staff developed an RFP and advertised the proposal in October of 2014. The City received three (3) responses to the proposal on October 31, 2014, including a proposal from our existing ERP vendor to upgrade our AS400 platform to their .net Windows platform. The RFP committee reviewed each proposal and determined to solicit onsite demonstrations from the top two (2) vendors. In addition six (6) staff members performed two (2) site visits, to comparable cities, in order for staff to review each system in a production environment. After the site visits

staff requested a best and final offer (BAFO) from both vendors. The RFP committee then met in May of 2015 and voted to select New World Systems as the preferred vendor to implement a new ERP. Since May staff has negotiated with New World Systems to ensure the contract, statement of work (SOW), and total cost provides the best possible return on investment. Staff has negotiated a five (5) year standard software maintenance agreement (SSMA) to hold maintenance cost at a fixed rate. Staff has also negotiated a maximum 2.25% annual increase for SSMA for years six (6) through ten (10), to secure future maintenance agreement costs. Staff is confident the new ERP system will significantly improve staff efficiency and improve the services we provide to our citizens.

BUDGET/STAFF IMPACT:

The funds for this project are available in the 2015 and 2016 Capital Improvements Plan (CIP) budgets. The project contingency part of this contract is the only part of the project that will be funded from the 2016 CIP. Future annual standard software maintenance agreements, starting on January 1, 2017, will be funded from the appropriate fiscal year operating budgets.

ATTACHMENTS:

Staff Review Form

Staff Memo

New World Systems Corporation Agreement

Purchase Request

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 7/30/2015		
							P.O Number:		
Vendor #: 236		Vendor Name: New World Systems					Mail ☒ YES ☐ NO		
Address: 888 W Big Beaver Ste 600						FOB Point:		Legistar#: 2015-0357 Expected Delivery Date:	
City: Troy		State: MI		Zip Code: 48084		Ship to code:			
Requester: Brad Fulmer						Requester's Employee #: 2273		Extension: 8217	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Base Software (LOGOS)	1	EA	250,000.00	\$250,000.00	4470.9470.5801.00	13008.1000		
2	Implementation Services (LOGOS)	1	EA	289,940.00	\$289,940.00	4470.9470.5801.00	13008.1100		
3	3rd Party Products and Services (LOGOS)	1	EA	179,711.00	\$179,711.00	4470.9470.5801.00	13008.1200		
4	Travel (LOGOS)	1	EA	90,000.00	\$90,000.00	4470.9470.5801.00	13008.1300		
5	Source Code (LOGOS/AEGIS)	1	EA	3,000.00	\$3,000.00	4470.9470.5801.00	13008.1400		
6	Source Code Admin Fee (LOGOS/AEGIS)	1	EA	1,000.00	\$1,000.00	4470.9470.5801.00	13008.1400		
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions: RFP 14-11							Subtotal: \$813,651.00 Tax: \$0.00 Total: \$813,651.00		
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



Document Number: 0446-15L1G

STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

July 31, 2015

This *Standard Software License and Services Agreement* which includes the attached Exhibits and Appendices ("this Agreement") is between **New World Systems® Corporation** ("New World"), a Michigan Corporation and **City of Fayetteville, Arkansas** ("City"). This Agreement sets forth the terms and conditions under which **New World** will furnish the Licensed Products and will provide certain services described herein to **City**.

The attached Exhibits and Appendices include:

Exhibit AA.....	TOTAL COST SUMMARY AND PAYMENT SCHEDULE
Exhibit A	LICENSED STANDARD SOFTWARE AND FEES
Exhibit B.....	IMPLEMENTATION AND TRAINING SUPPORT SERVICES
Exhibit C	STANDARD SOFTWARE MAINTENANCE AGREEMENT
Exhibit D	NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
Exhibit E.....	DEMONSTRATION SITE DISCOUNT
Exhibit F.....	DATA FILE CONVERSION ASSISTANCE
Exhibit G	RECOMMENDATIONS CITY INTERFACES
Exhibit H	ACCEPTANCE TESTING
Exhibit I.....	INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP, NEW WORLD'S BEST AND FINAL OFFER (BAFO) MILESTONES
Exhibit J	ESCROW OF SOFTWARE SOURCE CODE
Exhibit K	TRAVEL POLICY
Exhibit L.....	FINALIZED THIRD PARTY HARDWARE ENVIRONMENT
Exhibit M	SOFTWARE PERFORMANCE TEST CRITERIA
Appendix 1	AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES (LASERFICHE PROPOSAL)
Appendix 2	INTERFACE CLARIFICATION
Appendix 3	INITIAL IMPLEMENTATION PLAN
Appendix 4	STATEMENT OF WORK

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits and Appendices. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION
(New World)

By: _____

Larry D. Leinweber, President

CITY OF FAYETTEVILLE, ARKANSAS
(City)

By: _____

Lionel Jordan, Mayor

ATTEST:

By: _____

Sondra E. Smith, City Clerk/Treasurer

Date: 07-31-15

Date: _____

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

DEFINITIONS

The following terms as defined below are used throughout this **Agreement**:

1. **“Authorized Copies”:**
Except as provided in subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
 - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
 - (ii) any additional copies made by **City** as authorized in subparagraph 1.2.
2. **“An Authorized User/Workstation”:**
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **“Computer”:**
The .NET Server(s) to be owned by the City of Fayetteville at:
City of Fayetteville
113 West Mountain Road
Fayetteville, AR 72701
4. **“Confidential Information”:**
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as “Confidential” by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party’s receipt of such information, , is required to be disclosed pursuant to the Arkansas Freedom of Information Act (Ark. Code Ann. §25-19-101, *et seq.*) , other federal or state law, or subpoena or order issued by any court or administrative agency with jurisdiction, or is rightfully received by the other party from a third party without obligation of confidence.
5. **“Contract Documents”:**
This document and related attachments.
6. **“City Liaison”:**
A **City** employee assigned to act as liaison between **City** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **City** shall notify **New World** of the name of the City Liaison.
7. **“Daily Rate”:**
As described in this **Agreement**, **New World** shall provide services to **City** at the rate of \$900/day for the Logos project and \$1,120/day for the Aegis project. The daily rate covers all hours worked by a **New World** employee per day on this project. The daily rate is protected for 24 months after the Effective Date, at which time the daily rate shall be the then-current **New World** daily rate.
8. **“Delivery of Licensed Standard Software”:**
Licensed Standard Software will be delivered in a machine readable form to **City** via an agreed upon network connection, , as soon as the software is available after the Effective Date.
9. **“Development Software”:**
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **City** as Licensed Standard Software when available.
10. **“Installation of Licensed Standard Software”:**
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
 - (a) the transfer or loading of the Licensed Standard Software onto a **City** server or computer, or
 - (b) thirty (30) days after delivery of the Licensed Standard Software.
11. **“Licensed Custom Software”:**
Any software (programs or portions of programs) developed by **New World** specifically for **City’s** own use.
12. **“Licensed Documentation”:**
New World User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
13. **“Licensed Products”:**
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
14. **“Licensed Software”:**
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
15. **“Licensed Standard Software”:**
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
16. **“Solution”:**
The combined Licensed Products and Services provided by **New World** under this Agreement.
17. **“SSMA”:**
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
18. **“Travel Expenses”:**
All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including but not limited to, airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described in Exhibit K. Said Exhibit may be changed from time to time in the course of **New World’s** regular business operations.

19. **“Travel Time”:**
Actual **New World** employee travel time billed at the Hourly Rate , up to, but not exceeding, four (4) hours per each trip relating to this project.
20. **“Upgrades”:**
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

GENERAL TERMS AND CONDITIONS

1.0 SINGLE USE LICENSE

- 1.1 **New World** grants **City** a nontransferable, nonexclusive, and non-assignable perpetual license to use the Licensed Software only on the Computer and only for its internal processing needs. **City** shall have the right and license to use, enhance, or modify the Licensed Software only for **City’s** own use and only on the Computer and only on an authorized workstation. **New World** will deliver to **City** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **City** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **City** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **City** in the event of an emergency, **City** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **City** or anyone obtaining access through **City** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
 - (i) Program libraries, either source or object code;
 - (ii) Operating control language;
 - (iii) Test data, sample files, or file layouts;
 - (iv) Program listings; and
 - (v) Licensed Documentation.
- 1.3 Upon written request by **City**, and with written permission by **New World**, additional Authorized Copies may be made for **City’s** internal use only.

2.0 OWNERSHIP

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **City** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable, non-assignable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **City’s** organization.

3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 **New World** provides software correction service and maintenance for the Licensed Standard Software during the term of **City’s** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

4.0 *WARRANTIES*

- 4.1 **New World** warrants, for City's benefit only, that the Licensed Standard Software will perform as specified in its Licensed Documentation and Contract Documents based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for City's benefit only, that it possesses the necessary intellectual rights to license to **City** the Licensed Standard Software provided hereunder.
- 4.3 New World warrants that no 'back door' password or other method of remote access into the Licensed Software code exists. New World agrees that any and all access to any Licensed Software code residing on the City's client/server must be granted by the City to New World, at the City's sole discretion.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **CITY EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, NEW WORLD EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.**

5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

- 5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **City** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.
- 5.2 New World understands that the successful installation, testing, and operation of the Licensed Software that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, New World shall designate a single representative to act as an ex-officio member of the City's project management team ("Project Manager") and who shall have the authority to act on behalf of the New World on all matters pertaining to this Agreement.

City shall have the right to approve all subcontractors, Project Manager, and staff assigned to City by New World ("Designated Staff"). In the event that a Designated Staff of New World is, in the opinion of the City, uncooperative, inept, incompetent, or otherwise unacceptable, New World agrees to remove such person from the project. In the event of such a removal, New World shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom New World has designated to fill this representative vacancy, New World remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

New World may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, New World must obtain written prior approval from the City for activities or duties to take place at the City site. In using subcontractors, the New World agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of New World.

5.3 **Professional Services Warranty.**

- A. New World agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. New World agrees that, at all times, the employees of New World furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- B. New World agrees that all persons working for or on behalf of New World whose duties bring them upon the City's premises shall obey the rules and regulations that are established by the City and shall comply with the reasonable directions of the City's officers. The City may, at any time, require the removal and replacement of any of New World's employees for good cause.

- C. New World shall be responsible for the acts of its employees and agents while on the City's premises. Accordingly, New World agrees to take all necessary measures to prevent injury and loss to persons or property located on the City's premises. New World shall be responsible for all damages to persons or property caused by New World or any of its agents or employees. New World shall promptly repair, to the specifications of the City, any damage that it, or its employees or agents, may cause to the City's premises or equipment; on New World's failure to do so, the City may repair such damage and New World shall reimburse the City promptly for the cost of repair.
- D. New World agrees that, in the event of an accident of any kind, New World will immediately notify the City's contact person and thereafter, if requested, furnish a full written report of such accident.
- E. New World shall perform the services contemplated in the Agreement without interfering in any way with the activities of the City's staff or visitors.
- F. New World and its employees or agents shall have the right to use only those facilities of the City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the City. The City shall also extend parking privileges to properly identified members of New World's full-time staff on the same basis as they are extended to the City's staff.
- G. The City shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of New World or its employees or subcontractors.

6.0 CITY LIAISON AND CITY RESPONSIBILITIES

The successful implementation of the Licensed Products into **City's** environment requires **City's** commitment to and cooperation in the implementation process. Accordingly, **City** hereby agrees to the following:

- 6.1 **City** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **City** is responsible for assuring the initial appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software. **New World** shall provide the **City** with a complete initial listing of items, including but not limited to hardware, software, increased bandwidth needs, and related equipment, etc. necessary to operate the software at ultimate peak performance. The **City** shall pay for all items identified by New World during the initial evaluation.
- 6.2 **City** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **City's** organization, **City's** operations and/or after changes in **City's** internal policies or procedures which directly affect the software implementation.
- 6.3 **City** shall assign an upper level employee to serve as the City Liaison for the duration of the Licensed Software implementation. If **City** must replace the City Liaison for reasons beyond its control, **City** will assign a new City Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the City Liaison. In addition to other duties and responsibilities, the City Liaison shall:
 - (i) provide timely answers to **New World's** requests for information;
 - (ii) coordinate a mutually agreeable implementation and training schedule;
 - (iii) have authority to sign for and obligate **City** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
 - (iv) in situations where **City** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **City** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **City** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **City's** environment is **City's** sole responsibility.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. To the extent **City** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **City** that the services are subject to additional charge(s).
- 7.2 If **City** wishes to add additional authorized workstations or Licensed Standard Software, **City** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be increased according to the additional Licensed Standard Software fees on the next annual billing date after the additional workstations and/or Licensed Standard software is added, or as specified in the future contract. With said payments, the license provided in Paragraph 1.0 permits **City's** use of the Licensed Software for the specified workstations.
- 7.3 **City** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **City** and **City** agrees to remit when imposed. If an exemption is claimed by the **City**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

- 8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **City** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.
 - (i) Freedom of Information Act (FOIA): **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, **New World** 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.
- 9.2 **City** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **City** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
 - (i) **City** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **City's** internal processing needs.
 - (ii) With respect to agents or third parties, **City** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **City** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **City** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **City's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **City** all damages and legal fees incurred in the enforcement of this provision on third party access;

- (iii) **City** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
 - (iv) **City** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
 - (v) **City** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **City** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

10.0 LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES

New World's entire liability and **City's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **City** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **City** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** total liability to **City** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **City's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World** one and a half (1.5) times the "One Time Project costs as identified in Appendix AA. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **City** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 INTEGRATION WITH U.S. COPYRIGHT ACT

- 11.1 In addition to all other provisions provided under this **Agreement**, **City** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

12.0 INDEPENDENT CONTRACTOR

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

13.0 INSURANCE REQUIREMENTS

New World shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance – Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account for each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$1,000,000 for each accident; and in an amount not less than \$1,000,000 on account for each accident for damage to property, provided however that the combined single limit for all automotive related claims shall not exceed \$1,000,000.

14.0 DISPUTE RESOLUTION PROCEDURE

- 14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.
 - Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), **New World** and **City** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to-face meetings, must be held between upper-level managers of both **City** and **New World**. Both parties agree to put forth their best efforts in these meetings. The first meeting shall be held at **City's** offices and subsequent meetings will alternate between **New World** and **City's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.
 - Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **City** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held in the City of Fayetteville..
 - Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the United States District Court for the Western District of Arkansas, so long as subject matter jurisdiction is met. In the event federal subject matter jurisdiction is not met, either party may bring suit in a court of appropriate jurisdiction.

15.0 TERMINATION

- 15.1 **By City:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **City** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
 - (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
 - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
 - (iii) During the ninety (90) day cure period, **City** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
 - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **City**, the **Agreement** terminates.
- 15.2 **By New World:** If **City** fails to make prompt payments to **New World** when invoiced, or if **City** fails to fulfill its responsibilities under this **Agreement**, including but not limited to those outlined in Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:

- (i) The termination notice shall define the reason for termination;
 - (ii) If the cited reason for termination is **City's** failure to make prompt payment, **City** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
 - (iii) If the cited reason for termination is **City's** failure to fulfill its responsibilities, **City** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
 - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
 - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **City** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 Upon termination, **City** shall return to **New World** all Licensed Products, including any copies provided to or created by **City** under this **Agreement**.
- 15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

16.0 *PATENT AND TRADEMARK INDEMNIFICATION*

New World assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **City** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **City**, individually or collectively, and the officers, agents, servants and employees of the **City**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **City**, individually or collectively, or the officers, agents or employees of said **City**.

New World agrees to indemnify and save the **City** harmless from and against any and all judgments, suits, costs, and expenses, including but not limited to attorney fees, subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **City** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **City** first receives notice thereof. **New World's** obligation to indemnify and save **City** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

17.0 NOTICES

- 17.1 Notices to **City** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **City**.
- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):
 - New World Systems Corporation
 - 888 West Big Beaver, Suite 600
 - Troy, Michigan 48084
 - Attention: President

18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of Arkansas and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.5 This **Agreement** is entered into solely for the benefit of **New World** and **City**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.6 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **City** assumes no authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.
- 18.7 Other integrated licensed software and services from **New World** may be purchased by **City** under the terms and conditions of this **Agreement**.
- 18.8 Changes in scope or price: Changes, modifications or amendments to the scope of this project that do not affect costs or fees shall be approved by the City Executive Sponsor. Changes, modifications, or amendments to the scope of this project that increase price or fees within the authorized project contingency, or that decrease price or fees of this contract, shall be approved by the Mayor in advance of the change. Changes, modifications, or amendments to the scope of this project that increase price or fees of this contract in excess of the project contingency shall not be allowed without a formal amendment approved by the Mayor and the Fayetteville City Council in advance of the change.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	<u>DESCRIPTION OF COST</u>	<u>COST</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$250,000
1.	Licensed Standard Software	\$960,000
2.	Less Demonstration Site Discount	(93,000)
3.	Less City Loyalty Software Credit	(409,000)
4.	Less Conversion Credit	(40,000)
5.	Less BAFO Discount	(168,000)
B.	IMPLEMENTATION SERVICES	289,940
1.	PROJECT MANAGEMENT as further described in Exhibit B	
2.	INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3.	IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4.	OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5.	DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6.	CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	
C.	THIRD PARTY PRODUCTS AND SERVICES	179,711
1.	THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D.	SOURCE CODE ESCROW COSTS FOR LOGOS AND AEGIS	3,000
E.	TRAVEL EXPENSES (Estimate) – billed as incurred	90,000
ONE TIME PROJECT COST:		<u>\$812,651</u>
F.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY August 28, 2015.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$250,000
	1. Amount invoiced upon Effective Date (25%)	\$62,500
	2. Amount invoiced upon 90 Days After Effective Date (25%)	62,500
	3. Amount invoiced upon 180 Days After Effective Date (25%)	62,500
	4. Amount invoiced upon 270 Days After Effective Date (25%)	62,500
B.	IMPLEMENTATION SERVICES	289,940
	1. Amount invoiced upon completion of Step 1 in SOW - Conduct Start up Activity	\$ 49,441
	2. Amount invoiced upon completion of Step 3 in SOW - Approve Project Plan	28,294
	3. Amount invoiced upon completion of Step 4 in SOW - Install the Standard Solution	28,294
	4. Amount invoiced upon completion of Step 7 in SOW -	
	A. Conduct End User Training on FM	35,367
	B. Conduct End User Training on HR	35,367
	C. Conduct End User Training on UT	35,367
	D. Conduct End User Training on CD	35,367
	5. Amount invoiced upon completion of Step 8 in SOW -	
	A. Conduct Go-Live on FM	7,073
	B. Conduct Go-Live on HR	7,074
	C. Conduct Go-Live on UT	7,073
	D. Conduct Go-Live on CD	7,074
	6. Amount invoiced upon completion of Step 10 in SOW - Close the Project	14,147
C.	THIRD PARTY PRODUCTS AND SERVICES	179,711
	1. Amount invoiced upon Effective Date	\$137,826
	2. Amount invoiced upon Delivery of the Third Party Products and Services	13,962
	3. Amount invoiced upon Installation of Third Party Software	13,962
	4. Amount invoiced upon Delivery of Application Extender Data File Conversion	13,961

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

D. OTHER COSTS 3,000

1. Escrow One-time set-up fee – invoiced upon Effective Date 3,000

E. TRAVEL EXPENSES (Estimate) \$90,000*
(These expenses are billed as incurred and detailed itemize bills will be provided)

1. 45 trips are anticipated

*Estimate

ONE TIME PAYMENTS: \$812,651

F. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

G. SOURCE CODE ESCROW FEES FOR LOGOS AND AEGIS

1. Annual Administrative Fee – first year invoiced upon Effective Date \$1,000

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By City:

Application Package

Cost

FINANCIAL MANAGEMENT

- | | |
|--|-----------------|
| 1. Logos.NET Financial Management Base Suite | \$70,000 |
| - General Ledger | |
| - Budget Management | |
| - Annual Budget Preparation | |
| - Accounts Payable | |
| - Revenue/Cash Receipting | |
| | |
| 2. Logos.NET Additional Financial Management Software | |
| - Asset Management | 9,000 |
| - Grant Management | 9,000 |
| - Project Accounting | 9,000 |
| - Misc. Billing & Receivables | 9,000 |
| - Government (GASB) Reporting | 21,000 |
| - Bank Reconciliation | 7,000 |
| - Work Orders | 21,000 |
| - Third Party Document Imaging Interface | 9,000 |
| | |
| 3. Expanded Revenue Collections | |
| - Integrated Credit Card Processing | 9,000 |
| - PC Cash Register Interface | 9,000 |
| | |
| 4. Logos.NET Procurement Management Suite | |
| - Purchasing Base | 21,000 |
| - Requisition Processing | 9,000 |
| - Bid & Quote Management | 9,000 |
| - Contract Accounting | 9,000 |
| - Inventory Management | 21,000 |

SUB-TOTAL FINANCIAL MANAGEMENT MODULES

\$251,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

PAYROLL & HUMAN RESOURCES SUITE

5. Logos.NET Human Resources Management Base Suite	\$52,000
- Payroll Processing	
- Personnel Management	
- Position Control	
6. Logos.NET Human Resources	
- Employee Event Tracking	12,000
- Personnel Action Processing	12,000
7. Logos.NET Benefits Management	
- Benefits Administration	10,000
- COBRA Billing Administration	10,000
- Workers Compensation Administration	15,000
- Leave Management	15,000
8. Logos.NET Additional Payroll & HR Modules	
- Position Budgeting	12,000
- Time & Attendance Interface ⁴	12,000
- Third Party Applicant Interface (supports NEOGOV and AppliTrack)	9,000

SUB-TOTAL PAYROLL/HUMAN RESOURCES MODULES	\$159,000
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UTILITY MANAGEMENT SUITE

9. Logos.NET Utility Management Software	
- Water/Sewer/Refuse Base Package	\$40,000
10. Logos.NET Additional Utility Management Modules	
- Automatic Meter Read (AMR) Interface ⁵	9,000
- Meter and Device Inventory	11,000
- Service Order Processing	22,000
- IVR Interface for Account Balance and Payment (supports Selectron and Teleworks)	9,000

SUB-TOTAL UTILITY MANAGEMENT MODULES	\$91,000
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Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

COMMUNITY DEVELOPMENT SUITE

11. Logos.NET Community Development Software

- Business Licensing	\$14,000
- Parcel Management	10,000
- Permits	18,000
- Municipal Inspections	18,000
- Project Planning	18,000
- Code Enforcement	14,000
- Requests for Services Tracking	18,000
- IVR Interface for Permits and Scheduling Inspections (supports Selectron and Teleworks)	9,000
- Mobile Inspections (development)	20,000

12. Logos.NET Additional Community Development Modules

- GIS Integration ⁶	
- Community Development	28,000
<i>Business Licensing (4 screens)</i>	
<i>Parcel Management (7 screens)</i>	
<i>Permits (2 screens)</i>	
<i>Municipal Inspections (4 screens)</i>	
<i>Code Enforcement (3 screens)</i>	
<i>Requests for Services Tracking (1 screen)</i>	
- Utility Billing	12,000
<i>Base Package (3 screens)</i>	
<i>Meter Inventory (1 screen)</i>	
<i>Service Order Processing (4 screens)</i>	

SUB-TOTAL COMMUNITY DEVELOPMENT MODULES	\$179,000
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eSUITE

13. eSuite Base Software \$21,000

14. eFinance

- eSupplier	10,000
- eBid	10,000
- ePayments	10,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

15. eHR	
- eEmployee	30,000
- eTimesheets	15,000
- eBenefits Administration	15,000
16. eUtility	
- eUtilities	10,000
17. eCommunity	
- eLicense	10,000
- ePermits	10,000
- eRequest	10,000

SUB-TOTAL eSUITE SOFTWARE MODULES

\$151,000

DECISION SUPPORT SOFTWARE

18. Decision Support Base Datamart⁷	\$21,000
19. Finance Analytics	
- Includes 2 users	12,000
Dashboards for Financial Management	15,000
20. Human Resource/Payroll Analytics	
- Includes 2 users	12,000
Dashboards for Human Resources	15,000
21. Utility Management Analytics	
- Includes 2 users	12,000
Dashboards for Utility Management	15,000
22. Community Development Analytics	
- Includes 2 users	12,000
Dashboards for Community Development	15,000

SUB-TOTAL DECISION SUPPORT SOFTWARE MODULES

\$129,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

AUTHORIZED USERS

23. Site License for up to 400 Authorized Users ⁸ Included

NEW WORLD STANDARD SOFTWARE LICENSE FEE \$960,000

LESS DEMONSTRATION SITE DISCOUNT (93,000)

LESS CITY LOYALTY SOFTWARE CREDIT (409,000)

LESS DATA CONVERSION CREDIT (40,000)

BAFO DISCOUNT (168,000)

TOTAL SOFTWARE LICENSE FEE^{9,10}	<u>\$250,000</u>
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Note: **City** may license additional users at the then current list prices including a 25% discount off list for up to two (2) years from the Effective Date of this Agreement.

Note: A Site License is included for this solution. This Site License entitles the City of Fayetteville, Arkansas, to 400 authorized users for the Standard Software licensed in Exhibit A, to be divided up between applications. The Site License is available to only the affiliated Public Administration agencies within the City of Fayetteville, Arkansas. eSuite software licensing is unlimited.

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Microsoft Windows 7 or greater with Internet Explorer (IE) 8 or greater is the required operating system and browser for all client machines.*
- ² *Servers must meet the minimum hardware requirements for New World Systems' Logos.NET product. Windows Server 2008 (R2) or greater is required for the Application Server(s), Web Server(s) and Database Server. Microsoft SQL Server 2008 (R2) or greater is required for the Database Server. Citys must also license the appropriate number of Microsoft Client Access Licenses (CALs) for license compliance.*
- ³ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁴ *Time & Attendance interface is a two-way interface. Additional support may be required for 3rd Party changes; not included in SSMA.*
- ⁵ *Currently supports interfaces to Sensus/Rockwell, Neptune, Itron, Radix, Syscon and Schlumberger devices. Technical assurance must be obtained to verify the Business Partner's software/hardware release level interface requirements.*
- ⁶ *GIS integration currently supports either ESRI's ArcIMS or ArcGIS Server software; the ArcIMS and ArcGIS Server software and any services related to the installation and setup of ArcIMS or ArcGIS are not included in this proposal. The ArcIMS or ArcGIS Server software would need to be purchased, installed and setup separately.*
- ⁷ *New World supports SQL Server Reporting Services (SSRS) for server-based report generation and ad hoc reporting. SSRS utilizes a web services interface to support the development of custom reporting applications. SSRS is included in the Express, Workgroup, Standard, and Enterprise editions of Microsoft SQL Server. Citys may elect to use other third-party report generation tools including Crystal Reports however New World does not provide support for these tools and cannot guarantee compatibility.*
- ⁸ *Additional cost per group of 5 for authorized users is \$5,000; however, New World shall offer the City a price of \$3,750 for 24 months after contract execution.*
- ⁹ *Prices assume that all software proposed is licensed.*
- ¹⁰ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to City via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **City's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **City's** management and the City Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **City's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **City's** location; and
 - a project close-out meeting at **City's** location to conclude the project.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

Project Schedule and Acceptance.

New World will develop a detailed project schedule that details both New World and City's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Implementation Plan") in connection with New World's performance of the services described in the Statement of Work. The Implementation Plan should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both New World and City agree that a mutually agreeable Implementation Plan will be submitted and approved by City within thirty (30) days of the date the Agreement is signed by both parties ("Effective Date"). In the event New World is unable to provide the Implementation Plan within thirty (30) days, City will have at its option, the ability to terminate the Agreement and obtain all fees paid to New World. The Implementation Plan will also include the criteria by which the software will be tested and accepted by City.

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Implementation Plan. Changes to the scope of the project including additional Licensed Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

New World shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by the City, and shall be subject to the requirements in the section.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed and scope of services presented on Exhibit A, **New World** shall provide the **City** with such work at the price listed in Exhibit AA up to **150** working days of **New World** implementation and training support services have been allocated for this project. Excess days requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **City** agrees to reimburse **New World** for support trips canceled by **City** less than ten business (10) days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services ("Services") include:

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- a) implementation of each package of Licensed Standard Software; and
- b) **City** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) In addition to the **150** working days of implementation and training services, **40** additional working days have been allocated to provide high-level Consulting services, as determined by mutual agreement of the **City** and **New World** project managers, for any of the following activities:
 - Enterprise-wide requirements analysis and gathering services focused on identifying and answering organization-critical questions,
 - Synthesis of findings, identifying targeted key solutions to be implemented across City organization,
 - Determination of most efficient and effective work flows and business processes for each package of licensed standard software,
 - Design, development and/or configuration on key solutions in base software reporting package, through Business Analytics, Dashboards or agreed-to customized Datamart Reporting,
 - Effective deployment of agreed-to solutions, employing the work flow and business process configurations to support improved decision-making and long-term planning.

The project management, implementation and training support services provided by **New World** may be performed at **City's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below as further defined and clarified in Appendix 2. These services do not include hardware and/or third party product costs which shall be **City's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **City** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Payment Processing Interface
(includes 1 Positive Pay and 1 ACH/Direct Deposit Transmittal Export, and 1 Payment (Check/EFT) Reconciliation Transmittal Import)
- b) Third Party Document Imaging Interface
- c) Time and Attendance Interface
- d) Third Party Applicant Interface
- e) AMR Interface
- f) IVR Interface CD/UM
- g) Payroll Export
- h) Parcel Import
- i) Accounts Payable Purchasing Card Import
- j) Receipt Import
- k) FASTER Interface
- l) Vanco Interface
- m) Hansen Inventory Interface

4. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **City's** Logos.NET server(s). These services do not include hardware and/or third party product costs which shall be **City's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **City** will be responsible for the actual travel expenses and time.

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- a) Hardware Quality Assurance Services (Standard) Environment:
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic City Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

5. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

City may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **City** and **New World** and will be provided at the Daily Rate).

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **City** sets forth the standard software maintenance support services provided by **New World**.

1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term), with an option to renew for additional five year terms. The initial term shall begin on 1/1/17 (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. Maintenance is identified and agreed upon for the first five (5) years.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than twelve (12) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) Invitation to and participation in user group meetings.
- f) Registration for three (3) City participants to the 2017 through 2021 New World Systems’ Executive Customer Conference to include two (2) nights stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include City’s travel cost, local transportation cost or any other miscellaneous expense incurred by City. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

Items a, b, and c above will be distributed to **City** by electronic means.

Additional support services are available as requested by **City** at the Daily Rate.

3. Maintenance for Modified Licensed Standard Software and Custom Software

City is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **City’s** request, or for prior releases of **New World’s** software, then the additional **New World** maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **City** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software in Production

If, after City has cutover to live production use of the Licensed Standard Software, **City** believes that the Licensed Standard Software does not conform to the current specifications and contract documents set forth in this Agreement and the then-current **New World** user manuals, **City** shall notify **New World** by phone, in writing, by email, or through the **New World** support website, that there is a claimed defect and specify what it believes to be defective.

Documented examples of the claimed defect must accompany each notice. **New World** shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications and contract documents, **New World** shall provide software correction service at no charge. (See Section 4.0 (“Warranties and Representations”) of the Agreement for the **New World** warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5).

City may submit software enhancement suggestions for **New World** to consider. If **New World**, at its discretion, decides to add a software feature as a result of **City’s** software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after City has cutover to live production use of the Licensed Standard Software, **New World** shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on **City’s** determination of the severity of the error defect, fault, performance, operation or malfunction and **New World’s** reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 1 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World’s** software.

The goal for correcting a Priority 1 event is 24 hours or less.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit City's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **City**. Immediately after notification of the Priority 2 event by **City**, **New World** shall offer to **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World's** software.

The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

City may contact the following **New World** resources for management level issue resolution escalation:

Vice President of Product Support, Erin Miller
Vice President of Product Vision, Brian Leary
Director of Professional Services, Andy Breeden

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
- b) situations where **City's** use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

7. Maintenance Costs for Licensed Standard Software Packages Covered for.NET Server(s)

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A.

Annual Maintenance Cost in US dollars (5-Year Plan, Billed annually)

Year 1 (1/1/17 – 12/31/17)	\$159,600*
Year 2 (1/1/18 – 12/31/18)	169,000*
Year 3 (1/1/19 – 12/31/19)	169,000*
Year 4 (1/1/20 – 12/31/20)	169,000*
Year 5 (1/1/21 – 12/31/21)	173,900*

*Includes one-time fee for Executive Conference 2017 through 2021 – three people at \$2,000 each per year. See description in Section 2, Item f of this Exhibit.

Note: **City** may renew their Standard Software Maintenance Agreement for an additional 5-year term including an SSMA increase of 2.25% per year. Subsequent years of Software Maintenance may be added at a negotiated rate mutually acceptable by both the **City** and **New World**. Added Licensed Standard Software as described in Exhibit A shall be covered under a no cost warranty through 12/31/16.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Fayetteville**
City Name

Located At: **113 West Mountain Street**
Fayetteville, AR 72701

Authorized Signature of City:

_____ Name (Please Print or Type)	_____ Title	_____ Signature
--------------------------------------	----------------	--------------------

In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **City** identified above as permitted in the **City's Standard Software License and Services Agreement** with **New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to **City** under the **Standard Software License and Service Agreement** between **City** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided **City** a significant discount in exchange for the privilege of using **City's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **City** agrees to act as a demonstration site for prospective **New World** customers. **City** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **City** is not necessarily endorsing the **New World** software and **City** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated at mutually agreeable times with the appropriate **City** personnel and will be scheduled to minimize the interruption to **City's** operations. **New World** will provide **City** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to **City** to help convert the existing data files specified below. If additional files are identified after the contract execution, estimates will be provided to **City** prior to **New World** beginning work on those newly identified files. **New World** shall bring over all data requested from the existing AS400 by the **City** during implementation at no additional fee to the **City**.

1. General

- a) This conversion effort includes data coming from one unique data source, not multiple sources.
- b) No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by **City** prior to providing the data to **New World**
- c) For Utilities, if the conversion involves a third-party, a data mapping trip will be required. Accounts that are included in the conversion are as follows:
 - 1. Active accounts
 - 2. If no active account exists, the most recent inactive account will be converted
 - 3. Any account that owes money
 - 4. Active Services
 - 5. Consumption History for the current meter on the account
- d) For Community Development, if the conversion involves a third-party, a data mapping trip will be required.

2. New World Responsibilities

- a) **New World** will provide **City** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **City** approves this document.
- b) **New World** will provide the data conversion programs to convert **Citys** data from a single data source to the **New World Licensed Standard Software** for the specified files.
- c) As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **City's** location. The conversion testing trip for each application is a billable support trip, using standard Exhibit B services, which is scheduled in conjunction with the delivery of the converted data to the **City**.
- d) **New World** will provide the **City** up to 5 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
- e) **New World** will provide the standard conversion record layouts to the **City** and convert the available data elements defined in the standard conversion record layouts.
- f) Up to seven years of historic data, or more if so desired by the **City**, will be converted by **New World**.

3. City Responsibilities

- a) **City** will provide data in standard conversion record layouts as provided by **New World**. Submitted data files must include an accurate count of records contained in the files.
- b) Data will be submitted to **New World** in one of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel Spreadsheet, or an ASCII-format delimited text file. Data and databases will be transferred using the New World ftp site. **City** understands that files or tables containing less than 500 records or table entries may not be converted.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

- d) As provided in the project plan , **City** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one commitment exists for **City** commitment and **New World** commitment. **City** understands that thorough and timely testing of the converted data by **City** personnel is a key part of a successful data conversion.
- e) **City** agrees to promptly review conversion deliveries and signoff on both the conversion design document and on the final conversion after the appropriate review. **New World** will work with the **City** in applying the converted data to the production (Live) environment to obtain acceptance by **City**.
- f) If the **City** cannot provide data in the format defined in New World's standard conversion record layouts then **New World** will map the data to New World's standard conversion record layout on a daily billable basis. The **City** must provide complete file and field definitions for **New World** to map the data.
- g) **City** shall FTP the libraries in save file format to the **New World** FTP site. **New World** will then convert **City's** data. **New World** guarantees City shall not incur additional expense for being at levels 7.06 Financials and 5.2 Utility Billing.

The following files will be converted from the Logos 400 System:

Finance	
	<u>Finance Base</u>
	• COA - The chart of accounts includes funds, organizations 2 through 6, base and detail accounts, organizations sets. • Vendor - Vendors include the base vendor, vendor contacts, and vendor addresses. • Projects - Project set up and general ledger transactions. • GL History - The General Ledger History conversion includes the detailed general ledger transaction history. • Current Year's Budget - Pending budget. • Budget History - Adopted budget history. • Banks - Bank set up includes the bank information and the bank account information. • Departments - Departments include the conversion of the functional department and sub-department codes • Master Files - Financial Managements master files include invoice types, sales tax, and validations sets.
	<u>Purchase Orders and Accounts Payable</u>
	• Purchase Orders - Purchase order, detail items, disbursements, receipt of goods, requisitions, change history. • Accounts Payable - Accounts Payable conversion includes the accounts payable invoices, detail items, charges, payments, checks, and disbursements.
	<u>Misc. Billing City / Misc. Billing Invoice</u>
	• Misc. Billing City - Citys, include City demographic information, City contacts, and City addresses. • Misc. Billing Invoice - Accounts receivable invoices, payments, and disbursements.
	<u>Revenue Collection receipts</u>
	• Revenue Collection Receipts - Payment Codes, Collection Stations, Receipt transactions.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

<u>Fixed / Pending Assets</u>	Fixed Assets/ Pending Assets - Assets, asset items, asset classifications, depreciation methods, transaction history.
<u>Inventory Items / Commodity Codes</u>	Inventory Items / Commodity Codes
<u>Integrated Inventory</u>	Integrated Inventory - Inventory, Inventory Transactions
<u>User Defined Fields</u>	UDF / Master File UDF
<u>Contract Accounting</u>	Contract Accounting
<u>Bid and Quote</u>	Bid and Quote
<u>Item Mapping</u>	Item Mapping from a Third Party source - All history is loaded to a single conversion item. The item tables are populated with new codes from a standard NIGP format or New World specified format.

Human Resources / Payroll	
<u>Employee Base</u>	- Employee - Employee Master Files include Employee demographic information, assigned benefits, assigned deductions, assigned taxes, assigned pay rate, employee direct deposit set up, employee gl distributions, assigned schedules, assigned dependents, and assigned Certification. - Employee Check Messages - Check messages to appear on the employee's check. - Employee Documents - Free form text on the 400 is not supported. - Employee Inventory - Inventory items such as keys, pagers, and key cards assigned to employees. - Employee Education - Education, skills, and certifications acquired by the employee. - Master Files - HR Master files include Benefit Codes, Deduction Codes, Tax Codes, Hours Codes, Hours Categories, Shift Codes, FLSA Codes, Job Classes, Grades/Rates, Workers Compensation codes, Frequency Codes Separate Check codes, Bank Accounts, Benefit Groups, Pay Batches, Departments and Sub-departments and validation set entries required for employee set up.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

	<u>Payroll History Base</u>
	• Pay Batch History - The batch history for payroll. • Earnings History - The employees earnings history by pay batch. • Deduction History - The employees deduction payment history by pay batch. • Benefit History - The employees benefit history by pay batch. • Hours History - The employees hour history by pay batch. This includes earned and taken accrual hours. • Payroll Journal - Detail line items of main General Ledger journal entry. • Check History - Check number and check date. Links the check to the earnings information. • Disbursement Check History - Vendor payments created from payroll processes. Interfaced to Accounts Payable but processing disbursements
	<u>User Defined Fields</u>
	• Employee/ Master File UDF - The employee user defined fields/ State Requirements UDF
	<u>Benefit Administration</u>
	• Benefit Administration - Attach employees to benefit plans from a standard matrix. This information does not exist on the 400 and the City is required to complete a standard matrix for this piece.
	<u>Positions</u>
	• Positions - Positions • Position Budgeting - Expense assigned to the position. • Employee Positions - Assigned employee position and employee position history.
	• Documents - New World documents solution
	<u>Advanced Personnel</u>
	• Advanced Personnel - COBRA, flexible spending, random drug testing, workers comp claims

Utilities	
	<u>Utilities Base</u>
	• City/ Accounts/ Contacts - City includes City information, account information, mailing address, service address, and account level user defined fields. • Deposits - deposits • Billing Items - Other Charges • Meter Unit Service - meters and meter level user defined fields • Meter Unit Rate - rates • Consumption - consumption • Transactions - Transactions include transactions, bills, payments, penalties, refunds (all), adjustments (all) • Bank Drafting - bank drafts

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Only one data source for each of the following files to be converted:

**Data File Conversion from 3rd Party Source (Hanson)
Inventory Application Database**

- Hanson Inventory

EXHIBIT G
CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **City** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **City's** requirements. **City** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. City may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

- a) Enhancements / Modifications to Exhibit A Software
 - (1) Customize detailed City receipts:
Ability to customize detailed City receipts, including but not limited to amount owed and received, type of payment, check number, account number, and transaction number.
 - (2) Print Deposit ticket with appropriate deposit:
Ability to print deposit ticket with appropriate deposit reconciliation code.
 - (3) Bank file format change:
Ability to change the format of the bank file when changes are requested from the bank.
- b) Custom Software/Interfaces
 - With **New World** providing consultation, **City** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.
 - (1) Active Directory/HR Interface (Payroll export):
Employee information (name, ID, phone number, access levels, termination information)
(Business Analytic tools may meet this requirement)

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of **New World's** Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **City**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

- (4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **City** will be responsible for the actual Travel Expenses and Time.

For modification requiring over seven (7) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **City** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

City may during the implementation period or thereafter require modifications, interfaces, conversion, report writing, etc., services from New World (“Customizations”). New World agrees to provide a written Change Order describing the work to be performed and estimating the costs for City approval before any work is initiated by New World. New World will not exceed the costs set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the City. No costs in excess of the estimates will be paid by City unless approved in writing in advance of fee incurrence. All Customizations shall be subject to Acceptance Testing before payment is released by the City. Acceptance of the Customizations resulting from each Change Order shall be per the Acceptance Testing clause herein.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with City Staff. City agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to City .	To be determined
(3) RD is accepted and signed off by City (no programming will be done by New World until the formal sign-off and City’s authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to City .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) City’s Responsibility

All **City** requested changes after RD sign-off must be documented by **City** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **City's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support services, **New World** shall assist **City** in conducting the following software Acceptance Test.

Following published specifications using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before **City** has gone "live" on the application. If Criteria 1 is used, **City** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If **City** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then successful software acceptance shall be deemed to have occurred for that application of Licensed Software on the fifteenth (15th) day after the designated test date.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time **City** begins using the application of Licensed Software to produce data or output which is distributed for actual use and/or otherwise used as "live data".

EXHIBIT I
INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CITY'S RFP SOFTWARE
SPECIFICATIONS AND BAFO

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **City's** RFP is incorporated in this **Agreement** by reference.

All items coded "Yes" (as qualified) in the **New World** Detail Response to **City's** RFP Questionnaire will be provided to **City** through currently existing Exhibit A software capabilities, **City's** use of 3rd Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services at the then current daily rates.

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **City** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT J
ESCROW OF SOFTWARE SOURCE CODE

So long as **City** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, Logos and Aegis, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the “Escrow Agreement”).

New World will in a timely manner, deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

New World or **New World’s** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **City** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **City** adequate assurances, reasonably acceptable to **City** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **City** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

EXHIBIT K
TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

In order to comply with IRS and company policies, all expense reports must be properly documented. “Properly documented” means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World’s discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. For E-tickets: although there is no ticket stub to turn in, employee will submit itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher will be submitted.

All receipts will clearly indicate: Seller’s name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where a receipt is lost or did not get one, provide the above information along with an explanation of why there is no receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip will be clearly described on the expense report. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

Exhibit K / TRAVEL POLICY

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

The **City** shall reimburse for the daily business use of personal vehicle.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. Under 400 Miles Per Week: For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of \$.43 per mile, or

2. Over 400 Miles Per Week: For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of \$.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of \$.33 per mile.

2. Parking, Tolls, etc.

The **City** shall reimburse for parking, tolls, and certain other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Exhibit K / TRAVEL POLICY

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

New World will be reimbursed for normally-priced gasoline we put into rental cars.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. We must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

5. Ground Transportation

When renting a car is not more economical, the company will be reimbursed by **City** for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** we stay overnight on business. The standard per diem amount is \$52 for travel within the 48 continental U.S. states and \$62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

New World may claim an additional \$26 per diem on the day of return if we arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips we may depart and return the same day and not spend an evening out of town. In those cases, a \$26 per diem may be claimed if we spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

7. Lodging

1.0 We stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, Hampton Inns, Hilton Garden Inns, and other clean newer motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President – Finance. Many hotels have government rates or special rates available to Microsoft Business Partners or guests of the city/county. We should always attempt to receive any reduced rate.

2.0 Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

EXHIBIT L
THIRD PARTY HARDWARE ENVIRONMENT

RECOMMENDED SYSTEM HARDWARE

SERVERS

Host Servers

- (2) Dell PowerEdge 630 (1U) Rack Server (Or Similar)
 - (2) Intel Xeon E5-2650 2.3GHz, 2133MHz, 10C Processors
 - 96GB 2133MHz RDIMMs (Memory)
 - Internal Dual SD Module with 8GB SD Card
 - Embedded SATA Controller
 - (1) Broadcom 5720 Quad Port 1GB NIC (Integrated)
 - (1) Broadcom 5719 Quad Port 1GB NIC (PCIe)
 - Redundant 750W Hot Swappable Power Supplies
 - DVD/ROM, SATA, Internal
 - 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite

Storage Array (SAN)

- (1) Dell EqualLogic PS4100XV 2U iSCSI SAN (Or Similar)
 - (12) 600GB 15K-RPM 3.5" SAS Hot Swap Disk Drives (7.2TB RAW)
 - Dual Controllers with 4GB Battery Backed Cache Memory
 - Supports RAID 5, RAID 6, RAID 10, RAID 50
 - 2 GB Ethernet Network Interfaces Per Controller (4 Total)
 - Redundant Hot Swappable Controllers, Power Supplies, Cooling Fans
 - Includes EqualLogic Array, Host, and Management Software
 - 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite

SYSTEM SOFTWARE

Host Servers

- (2) Windows Server 2012 (R2) - Datacenter Edition, 2 Processors
- (200) Windows Server 2012 - User/Device CAL (Estimated)
- (4) SQL Server 2014 - Standard Core Edition, 2 Cores (8 vCPUs Total)
- (1) VMware Essentials Plus 6 - Includes vSphere & vCenter for 3 Hosts, 1 Yr. SNS

VIRTUAL MACHINE SPECIFICATIONS

SPECIFICATIONS

Application/Intranet Web Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (File Storage)
- Windows Server 2012 - Standard Edition, 64-Bit

Exhibit L / THIRD PARTY HARDWARE ENVIRONMENT

Database Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2012 - Standard Edition, 64-Bit
- SQL Server 2012 - Standard Edition, 64-Bit

Analytics/SSRS Reporting Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- 100GB Virtual Disk (SQL)
- Windows Server 2012 - Standard Edition, 64-Bit
- Windows SQL Server 2012 - Standard Edition, 64-Bit

eSuite Web Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

Test Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (File Storage)
- Windows Server 2012 - Standard Edition, 64-Bit

Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (File Storage)
- Windows Server 2012 - Standard Edition, 64-Bit

VMware vCenter Management Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 - Standard Edition, 64-Bit

Exhibit L / THIRD PARTY HARDWARE ENVIRONMENT

RECOMMENDED CLIENT SPECIFICATIONS
SPECIFICATIONS

FM/HR Workstation

- Intel Core i3/i5/i7 Processor
- 4GB System Memory
- 250GB Hard Drive
- Gigabit Ethernet Adapter
- DVD/ROM Drive
- Integrated Graphics
- 19" Color Monitor (1280 X 1024 Resolution)
- Windows 7 / Windows 8.1 Professional with IE 11 (Compatibility View Enabled)

EXHIBIT M
SOFTWARE PERFORMANCE TEST CRITERIA

The Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of the **City** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of current transaction volumes, and reasonable history retention requirements. It is also conditioned upon the **City's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon the **City** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

ERP Software Satisfactory Performance is defined as response time of one (1) second or less in over 80% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 90% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of New World's control include responses from external systems such as latency of commercial wireless providers, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then the **City** shall notify New World in writing and New World shall have ten (10) days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have reasonable access to the **City** during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. New World shall document adjustments made and notify the **City** in writing of the adjustments. If requested by the **City**, and using Exhibit B support services, New World shall train the **City** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the New World Software, then New World shall provide additional computer capacities (memory, disk storage) at New World's cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving **City** problems, and/or other activities performed on the **City's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by the **City**, the New World time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to the **City** unless New World can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by New World during the 30-day correction period would be billed to the **City**.

The software performance statement set forth in this Exhibit expires six months from the date Initial Finance Management applications have gone into "live use", at which time the priority levels in Exhibit C shall control.

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for **City**. By execution of this **Agreement**, **City** authorizes **New World** to order the Exhibit 1 products for delivery to:

City of Fayetteville
113 West Mountain Road
Fayetteville, AR 72701

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

City is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **City** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **City's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify **City** of the additional costs and with **City's** approval these costs shall be borne by **City**. Without such approval, the change order will not be processed.

City shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **City's** authorized signature on said Agreements. **City** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

EXHIBIT 1
CONFIGURATION

THIRD PARTY PRODUCTS AND SERVICES

- | | | |
|----|-----------------------------|-----------|
| 1. | Laserfiche Rio | \$179,711 |
| | See attached pricing detail | |

TOTAL THIRD PARTY PRODUCTS AND SERVICES	<u>\$179,711</u>
--	-------------------------

PRICING PROPOSAL

PO Box 2235
Tallahassee, FL 32316
850.701.0725
850.564.7496 fax

Complete and return to:
finance@mccinnovations.com

Client Name: Fayetteville, AR

Order Date: July 06, 2015

Product Description:	Qty.	Cost	Total
<u>ECM SOFTWARE LICENSING FOR RIO</u>			
☒ Rio Pilot 25-49 Users <i>Includes Unlimited Laserfiche Servers, Workflow, WebAccess (includes SharePoint integration web parts & WebAccess Light), Digital Signatures, Advanced Audit Trail, Snapshot, and Email</i> Document Management Software and Licenses Total	25	\$900.00	\$22,500.00
			\$22,500.00
<u>WEB TOOLS FOR RIO</u>			
☒ Pilot Public Portal <i>Includes Weblink software and 25 Weblink-only retrieval connections.</i> Web Tools Total	1	\$25,000.00	\$25,000.00
			\$25,000.00
<u>ANNUAL SOFTWARE SUPPORT - BASIC LSAP</u>			
☒ Rio Pilot 25-49 Users <i>Includes Unlimited Laserfiche Servers, Workflow, WebAccess (includes SharePoint integration web parts & WebAccess Light), Digital Signatures, Advanced Audit Trail, Snapshot, and Email</i>	25	\$180.00	\$4,500.00
☒ Pilot Public Portal	1	\$5,000.00	\$5,000.00
☒ Managed Services for Laserfiche <i>Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 25 hours.</i>	1	\$3,150.00	\$3,150.00
☒ Training Center 50-99 Users	1	\$3,920.00	\$3,920.00
☒ MCCi Service Level Agreement	1		\$1,900.00
Annual Support Total <i>For budgetary purposes, the Client should include \$18,945.00 in annual budget for renewal of LSAP, Managed Services, and the Training Center for the software quoted above.</i>			\$18,470.00
<u>MCCi PROFESSIONAL SERVICES</u>			
☒ MCCi Project Management Services Professional Services Total	1		\$9,250.00
			\$9,250.00
Total Project Cost <i>Project Management Services include remote installation, configuration, and/or one training session on the above referenced products where applicable via web conference.</i>			\$75,220.00

This completed form will constitute as an order and will be in accordance with the terms and conditions of the existing contract between MCCi and the Client. Pricing is valid for 30 days from date appearing on this order. MCCi will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Note: MCCi will prorate the support of this additional software to be congruent with your current Laserfiche system's support (LSAP) dates, the purpose of which is to align all software with one support date so maintenance of your account is made easy. MCCi will bill for the actual amount of support, which may be higher or lower than quoted. To ensure you are budgeting correctly for future renewals, please add the amount listed in the budgetary note above to your current budgeted renewal amount. Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a \$50 additional charge. This will need to be requested.

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

APPENDIX 2
INTERFACE CLARIFICATION

CITY HALL 400	NEW WORLD PROPOSED SOLUTION (LOGOS)
Teleworks web utility online payments	Standard Journal, Receipt, or Lockbox import
Teleworks batch payment upload	Standard Journal, Receipt, or Lockbox import
AR/Parking Ticket info Download to web payment database	City will need a 3 rd party Parking Ticket system
Web payments (Parking Tickets/AR Payments/Business License Payments) Upload	Standard Journal, Receipt, or Lockbox import
Hansen (employee update) download	Business Analytics or Custom SSRS report
Novatime hours upload	3 rd party Time and Attendance interface (included in pricing)
Plansource benefit upload	Replace with Benefit Administration and eBenefits
Vanco Bill Pay bank bill pay upload	Standard functionality within Utilities Application
Remit Plus Check scan and upload	Standard functionality within Utilities Application
Faster GL Transaction Upload	Standard Journal Import
Parking ticket upload from handheld	City will need a 3 rd party Parking Ticket system
Plates with one ticket download for handheld	City will need a 3 rd party Parking Ticket system
Bank of Oklahoma (pension) upload	Standard Journal Import
Pcard Transactions upload	Standard PCard Import
Positive Pay down to ARVEST	Standard within FM Application
ACIC Plate w/o address download	City will need a 3 rd party Parking Ticket system
ACIC License plate info upload	City will need a 3 rd party Parking Ticket system
Bank Drafts (utility payments) download	Standard within Utilities Application
Direct Deposit (payroll) download	Standard within Payroll Application
Everbridge – download Utility Info	Business Analytics or Custom SSRS report
EDMS Interface	Removing this item per Fayetteville?
Temporary Bridges to Logos Utilities and Payroll	Standard Functionality within Logos

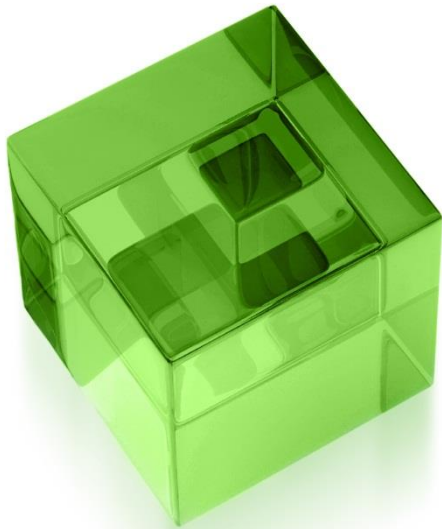
APPENDIX 3
INITIAL IMPLEMENTATION PLAN

New World uses Microsoft Project 2010 as its project management tool for managing tasks, schedules and resources. An initial Microsoft Project Gantt Chart and a initial Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the initial Gantt chart and Project Plan are for illustrative purposes only.

The initial Project Plan dates are calculated based on generic assumptions about typical time frames for completing the tasks included in the plan. The actual Project Schedule could differ significantly from the Initial Plan. The dates included in the initial Project Plan are for illustrative purposes only.

An actual project plan with the appropriate tasks and schedule will be determined upon contract signing and more detailed discussions about the project can take place between the **City** and **New World** staff. The availability of **City** resources to perform tasks, final determination of the overall task list, **City** schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 18-24 months from contract signing through go live. Based on unique **City** circumstances and/or **City** resource constraints, the actual project schedule could differ significantly.

Insert INITIAL PROJECT SCHEDULE



City of Fayetteville, AR

Sample Project Gantt Chart And Project Plan

Logos Public Administration Software Suite
July 15, 2015

Project Schedule

New World uses Microsoft Project Server as its project management tool for managing tasks, schedules and resources. A sample Microsoft Project Gantt Chart and a sample Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the sample Gantt Chart and Project Plan are for illustrative purposes only.

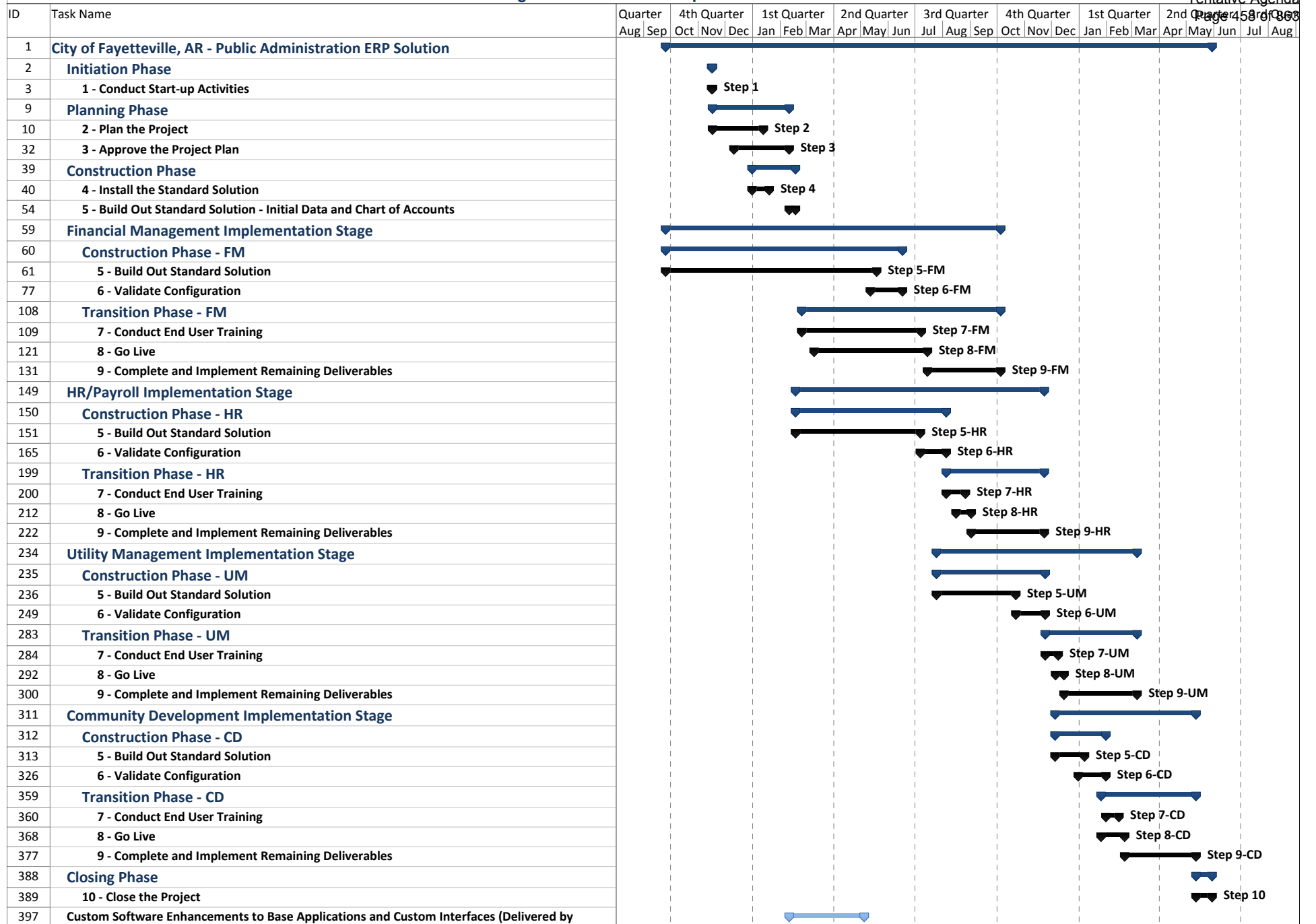
A more precise schedule and WBS with the appropriate tasks and schedule will be determined upon contract award. The availability of resources to perform tasks, final determination of the overall task list, schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 12-18 months from contract signing through go live.

This sample plan assumes a project start date of November 16, 2015. Here is a summary of the sample project schedule:

Sample Project Schedule	
Project Start	November 16, 2015
GL/Chart Of Accounts Conversion	February 10, 2016
Finance Go-Live	July 8, 2016
HR/Payroll Go-Live	August 26, 2016
Utility Management Go-Live	December 8, 2016
Community Development Go-Live	February 14, 2017
Project Close	May 29, 2017

City of Fayetteville, AR
Logos Public Admin Sample Gantt Chart

Tentative Agenda



City of Fayetteville, AR
Logos Public Admin Sample Project Plan

Tentative Agenda
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ID	Task Name	Duration	Start	Finish	Resource Names
1	City of Fayetteville, AR - Public Administration ERP Solution	433.75 day	Fri 9/25/15	Mon 5/29/17	
2	Initiation Phase	1 day	Mon 11/16/15	Mon 11/16/15	
3	1 - Conduct Start-up Activities	1 day	Mon 11/16/15	Mon 11/16/15	
4	Deliver Licensed Standard Software	1 day	Mon 11/16/15	Mon 11/16/15	Logos Project Manager
5	Complete Start-up Communication	1 day	Mon 11/16/15	Mon 11/16/15	
8	Step 1 Complete	0 days	Mon 11/16/15	Mon 11/16/15	
9	Planning Phase	59 days	Tue 11/17/15	Wed 2/10/16	
10	2 - Plan the Project	38 days	Tue 11/17/15	Tue 1/12/16	
11	Perform Discovery	2 days	Tue 11/17/15	Wed 11/18/15	
13	Establish Executive Relationship and Expectations	0.13 days	Wed 12/9/15	Wed 12/9/15	
15	Establish Project Methods, Acceptance Criteria, and Governance	1 day	Wed 12/9/15	Wed 12/9/15	
18	Draft and Present the Project Plan	38 days	Tue 11/17/15	Tue 1/12/16	
31	Step 2 Complete	0 days	Tue 1/12/16	Tue 1/12/16	
32	3 - Approve the Project Plan	42 days	Fri 12/11/15	Wed 2/10/16	
33	Review and Approve Requirements Definitions Complete	0 days	Fri 12/18/15	Fri 12/18/15	
34	Review and Approval of Initial Data Conversion Analysis and Plan	2 wks	Fri 12/11/15	Thu 12/24/15	Logos Customer
35	Finalize the Project Plan	2 wks	Wed 1/13/16	Tue 1/26/16	Logos Project Manager
36	Conduct Project Plan Review Meeting (if plan changed)	1 day	Wed 1/27/16	Wed 1/27/16	Logos Project Manager
37	Approve Project Plan (MPP)	0 days	Wed 2/10/16	Wed 2/10/16	Logos Customer
38	Step 3 complete	0 days	Wed 2/10/16	Wed 2/10/16	
39	Construction Phase	33.75 days	Thu 12/31/15	Wed 2/17/16	
40	4 - Install the Standard Solution	12.5 days	Thu 12/31/15	Tue 1/19/16	
41	Standard Technical System Setup	12 days	Thu 12/31/15	Tue 1/19/16	
42	Pre-requisite Hardware / Software Setup & Installed	0 days	Thu 12/31/15	Thu 12/31/15	Logos Customer
43	Verify Hardware Ready for Technical System Setup Trip	0 days	Tue 1/5/16	Tue 1/5/16	Logos System Assurance
44	Perform Technical System & Software Set Up, Train Users on Server Admin & Maintenance	2 days	Fri 1/15/16	Tue 1/19/16	Logos System Assurance
45	Technical Services Specification Document Delivered	0 days	Tue 1/19/16	Tue 1/19/16	Logos System Assurance
46	Technical System Setup Complete	0 days	Tue 1/19/16	Tue 1/19/16	
47	Decision Support Software Installation	10.5 days	Tue 1/5/16	Tue 1/19/16	
50	eSuite Installation	10.25 days	Tue 1/5/16	Tue 1/19/16	
53	Step 4 Complete	0 days	Tue 1/19/16	Tue 1/19/16	
54	5 - Build Out Standard Solution - Initial Data and Chart of Accounts	5 days	Wed 2/10/16	Wed 2/17/16	
55	Perform Initial Data Conversion and Testing	0 days	Wed 2/10/16	Wed 2/10/16	
56	Up to Win - FM / HR Pre Data Conversion Complete	0 days	Wed 2/10/16	Wed 2/10/16	
57	Build Out the Application - Chart of Accounts, Security, Workflow	5 days	Thu 2/11/16	Wed 2/17/16	
58	Review and Build Out 1 - <Chart of Accounts, Security, Workflow>	5 days	Thu 2/11/16	Wed 2/17/16	Logos FM Prof Serv
59	Financial Management Implementation Stage	264.75 day	Fri 9/25/15	Tue 10/4/16	
60	Construction Phase - FM	186.75 day	Fri 9/25/15	Thu 6/16/16	
61	5 - Build Out Standard Solution	165.75 day	Fri 9/25/15	Wed 5/18/16	
62	Build Out the Application	45 days	Wed 2/10/16	Wed 4/13/16	
63	Review and Build Out - FM <Identify modules to cover>	5 days	Thu 2/18/16	Wed 2/24/16	Logos FM Prof Serv
64	Complete Build Tasks, Application Testing & Internal Process Development - FM	15 days	Thu 2/25/16	Wed 3/16/16	Logos Customer
65	Review and Build Out - FM <Identify modules to cover>	5 days	Thu 3/17/16	Wed 3/23/16	Logos FM Prof Serv
66	Complete Build Tasks, Application Testing & Internal Process Development - FM	15 days	Thu 3/24/16	Wed 4/13/16	Logos Customer
67	Standard Interfaces Construction Complete - FM	0 days	Wed 2/10/16	Wed 2/10/16	

City of Fayetteville, AR
Logos Public Admin Sample Project Plan

Tentative Agenda
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ID	Task Name	Duration	Start	Finish	Resource Names
68	Complete Pre-Go-Live Custom Software Enhancements	120 days	Fri 9/25/15	Wed 3/16/16	
69	Go Live Required Custom Interfaces Construction Complete - FM	0 days	Wed 2/10/16	Wed 2/10/16	
70	Go Live Required Custom Forms Construction Complete - FM	0 days	Wed 3/23/16	Wed 3/23/16	
71	Go Live Required State Compliance Enhancements Complete - FM	0 days	Wed 2/10/16	Wed 2/10/16	
72	Go Live Required Custom Software Enhancements Construction Complete - FM	0 days	Wed 5/4/16	Wed 5/4/16	
73	Finalize Build	10 days	Thu 5/5/16	Wed 5/18/16	
74	Finalize Build Out - FM <Identify modules to cover>	5 days	Thu 5/5/16	Wed 5/11/16	Logos FM Prof Serv
75	Finalize Build Out - FM <Identify modules to cover>	5 days	Thu 5/12/16	Wed 5/18/16	Logos FM Prof Serv
76	Step 5 Complete - FM	0 days	Wed 5/18/16	Wed 5/18/16	
77	6 - Validate Configuration	26 days	Wed 5/11/16	Thu 6/16/16	
78	Conduct Functional Test	3 days	Thu 5/19/16	Mon 5/23/16	
79	Conduct Functional Testing (Customer) - FM	3 days	Thu 5/19/16	Mon 5/23/16	Logos Customer
80	Conduct Functional Testing (NWS Assist) - FM	3 days	Thu 5/19/16	Mon 5/23/16	Logos FM Prof Serv
81	Update Configuration Settings and Workflows	5 days	Tue 5/24/16	Mon 5/30/16	
82	Update Configuration Settings and Workflows (Customer) - FM	5 days	Tue 5/24/16	Mon 5/30/16	Logos Customer
83	Update Configuration Settings and Workflows (NWS Assist) - FM	5 days	Tue 5/24/16	Mon 5/30/16	Logos FM Prof Serv
84	Final Test Data Conversion and Final Testing Complete - FM	0 days	Wed 5/11/16	Wed 5/11/16	
85	Confirm Ready for Transition Phase	21 days	Thu 5/19/16	Thu 6/16/16	
86	End User Training Preparation - FM	21 days	Thu 5/19/16	Thu 6/16/16	
87	Identify End User Training Requirements	1 day	Thu 5/19/16	Thu 5/19/16	
90	Develop Training Material	5 days	Fri 5/20/16	Thu 5/26/16	
97	Coordinate Training Program	18 days	Tue 5/24/16	Thu 6/16/16	
105	Prepare Pre-Go-Live and Go-Live Checklists - FM	5 days	Tue 5/24/16	Mon 5/30/16	Logos Project Manager
106	Confirm Go-Live Plan - FM	5 days	Tue 5/24/16	Mon 5/30/16	Logos Project Manager
107	Step 6 Complete - FM	0 days	Thu 6/16/16	Thu 6/16/16	
108	Transition Phase - FM	159 days	Thu 2/25/16	Tue 10/4/16	
109	7 - Conduct End User Training	96 days	Thu 2/25/16	Thu 7/7/16	
110	Annual Budgeting	10 days	Thu 2/25/16	Wed 3/9/16	
111	Conduct Train-the-Trainer Training - Annual Budgeting	5 days	Thu 2/25/16	Wed 3/2/16	Logos FM Prof Serv
112	Conduct End User Training - Annual Budgeting	5 days	Thu 3/3/16	Wed 3/9/16	Logos Customer
113	Financial Management	15 days	Fri 6/17/16	Thu 7/7/16	
114	Conduct Train-the-Trainer Training - FM	5 days	Fri 6/17/16	Thu 6/23/16	Logos FM Prof Serv
115	Conduct End User Training (Base) - FM	5 days	Fri 6/24/16	Thu 6/30/16	Logos Customer
116	Conduct End User Training (Additional Modules) - FM	5 days	Fri 7/1/16	Thu 7/7/16	Logos Customer
117	Post Go-Live Training Plan Refinement (if necessary)	0.63 days	Fri 6/24/16	Fri 6/24/16	
118	Assess areas that need further training - FM	1 hr	Fri 6/24/16	Fri 6/24/16	Logos Project Manager,Logos FM Prof Serv
119	Develop Post Go-Live Training Plan - FM	0.5 days	Fri 6/24/16	Fri 6/24/16	Logos Project Manager
120	Step 7 Complete - FM	0 days	Thu 7/7/16	Thu 7/7/16	
121	8 - Go Live	91 days	Thu 3/10/16	Thu 7/14/16	
122	Annual Budgeting	1 day	Thu 3/10/16	Thu 3/10/16	
123	Conduct End User Training & Go Live Support - Annual Budgeting	1 day	Thu 3/10/16	Thu 3/10/16	Logos FM Prof Serv
124	Financial Management	15 days	Fri 6/24/16	Thu 7/14/16	
125	Execute the Pre-Go-Live Checklist - FM	5 days	Fri 6/24/16	Fri 7/1/16	Logos Project Manager,Logos Customer
126	Perform Go-Live Data Conversions - FM (when applicable)	0 days	Thu 7/7/16	Thu 7/7/16	
127	Execute Go Live Plan - FM	1 day	Fri 7/8/16	Fri 7/8/16	Logos Project Manager
128	Complete Go-Live Checklist - FM	4 days	Mon 7/11/16	Thu 7/14/16	Logos Project Manager

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ID	Task Name	Duration	Start	Finish	Resource Names
129	Provide Onsite Live Support - FM	5 days	Fri 7/8/16	Thu 7/14/16	Logos FM Prof Serv
130	Step 8 Complete - FM	0 days	Thu 7/14/16	Thu 7/14/16	
131	9 - Complete and Implement Remaining Deliverables	58 days	Thu 7/14/16	Tue 10/4/16	
132	Perform Post-Go-Live Data Conversions	0 days	Thu 7/14/16	Thu 7/14/16	
133	Remaining Conversions Complete - FM	0 days	Thu 7/14/16	Thu 7/14/16	
134	Complete Post-Live Custom Enhancements (if any)	5 days	Thu 7/14/16	Thu 7/21/16	
135	Remaining Custom Interfaces Construction Complete - FM	0 days	Thu 7/14/16	Thu 7/14/16	
136	Remaining Customizations Complete - FM	0 days	Thu 7/14/16	Thu 7/14/16	
137	Remaining Standard Interfaces Complete - FM	0 days	Thu 7/14/16	Thu 7/14/16	
138	Assist with Final Acceptance Testing - FM <<if Acceptance Testing service contracted>>	5 days	Fri 7/15/16	Thu 7/21/16	Logos FM Prof Serv
139	Provide Post Live Training & Support (if required)	10 days	Fri 8/5/16	Thu 8/18/16	
140	Provide Post Go-Live Support - FM	5 days	Fri 8/5/16	Thu 8/11/16	Logos FM Prof Serv
141	GASB - FM	5 days	Fri 8/12/16	Thu 8/18/16	
143	Complete Decision Support Software (DSS) System Setup and Training	12.13 days	Fri 9/16/16	Tue 10/4/16	
144	Confirm DSS Installation	1 hr	Fri 9/16/16	Mon 9/19/16	Logos Project Manager
145	Conduct Finance Business Analytics Requirements Gathering / Training Planning Call	1 hr	Fri 9/16/16	Mon 9/19/16	Logos FM Prof Serv
146	Provide Finance Business Analytics Training	1 day	Mon 10/3/16	Mon 10/3/16	Logos FM Prof Serv
147	Provide Dashboards for Finance Analytics Training	1 day	Tue 10/4/16	Tue 10/4/16	Logos FM Prof Serv
148	Step 9 Complete - FM	0 days	Tue 10/4/16	Tue 10/4/16	
149	HR/Payroll Implementation Stage	199 days?	Wed 2/17/16	Tue 11/22/16	
150	Construction Phase - HR	121 days	Wed 2/17/16	Thu 8/4/16	
151	5 - Build Out Standard Solution	100 days	Wed 2/17/16	Wed 7/6/16	
152	Build Out the Application	90 days	Wed 2/17/16	Wed 6/22/16	
153	Review and Build Out - HR <Maintenance tables, Workforce Admin>	5 days	Thu 4/14/16	Wed 4/20/16	Logos HR Prof Serv,Logos Customer
154	Complete Build Tasks, Application Testing & Internal Process Development - HR	20 days	Thu 4/21/16	Wed 5/18/16	Logos Customer
155	Review and Build Out - HR <Identify modules to cover>	5 days	Thu 5/19/16	Wed 5/25/16	Logos Customer,Logos HR Prof Serv
156	Complete Build Tasks, Application Testing & Internal Process Development - HR	20 days	Thu 5/26/16	Wed 6/22/16	Logos Customer
157	Standard Interfaces Construction Complete - HR	0 days	Wed 2/17/16	Wed 2/17/16	
158	Complete Pre-Go_Live Custom Software Enhancements	70 days	Wed 2/17/16	Wed 5/25/16	
159	Go Live Required Custom Interfaces Construction Complete - HR	0 days	Wed 2/17/16	Wed 2/17/16	
160	Go Live Required Custom Forms Construction Complete - HR	0 days	Wed 5/25/16	Wed 5/25/16	
161	Conduct Payroll Processing Training - HR	5 days	Thu 6/23/16	Wed 6/29/16	Logos HR Prof Serv,Logos Customer
162	Finalize Build	5 days	Thu 6/30/16	Wed 7/6/16	
163	Finalize Build Out - HR <Identify modules to cover>	5 days	Thu 6/30/16	Wed 7/6/16	Logos HR Prof Serv,Logos Customer
164	Step 5 Complete - HR	0 days	Wed 7/6/16	Wed 7/6/16	
165	6 - Validate Configuration	21 days	Wed 7/6/16	Thu 8/4/16	
166	Conduct Parallel Test	10 days	Thu 7/7/16	Wed 7/20/16	
167	Conduct Parallel Trip 1 - HR	5 days	Thu 7/7/16	Wed 7/13/16	Logos Customer,Logos HR Prof Serv
168	Conduct Parallel Trip 2 - HR	5 days	Thu 7/14/16	Wed 7/20/16	Logos HR Prof Serv,Logos Customer
169	Conduct Functional Test	3 days	Thu 7/21/16	Mon 7/25/16	
170	Conduct Functional Testing (Customer) - HR	3 days	Thu 7/21/16	Mon 7/25/16	Logos Customer
171	Conduct Functional Testing (NWS Assist) - HR	3 days	Thu 7/21/16	Mon 7/25/16	Logos FM Prof Serv
172	Update Configuration Settings and Workflows	5 days	Tue 7/26/16	Mon 8/1/16	
173	Update Configuration Settings and Workflows (Customer) - HR	1 wk	Tue 7/26/16	Mon 8/1/16	Logos Customer
174	Update Configuration Settings and Workflows (NWS Assist) - HR	5 days	Tue 7/26/16	Mon 8/1/16	Logos FM Prof Serv
175	Final Test Data Conversion and Final Testing Complete - HR	0 days	Wed 7/6/16	Wed 7/6/16	

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ID	Task Name	Duration	Start	Finish	Resource Names
176	Confirm Ready for Transition Phase	21 days	Thu 7/7/16	Thu 8/4/16	
177	End User Training Preparation - HR	21 days	Thu 7/7/16	Thu 8/4/16	
178	Identify End User Training Requirements	1 day	Thu 7/7/16	Thu 7/7/16	
181	Develop Training Material	5 days	Fri 7/8/16	Thu 7/14/16	
188	Coordinate Training Program	18 days	Tue 7/12/16	Thu 8/4/16	
196	Prepare Pre-Go-Live and Go-Live Checklists - HR	5 days	Tue 7/26/16	Mon 8/1/16	Logos Project Manager
197	Confirm Go-Live Plan - HR	5 days	Tue 7/26/16	Mon 8/1/16	Logos Project Manager
198	Step 6 Complete - HR	0 days	Thu 8/4/16	Thu 8/4/16	
199	Transition Phase - HR	78 days?	Fri 8/5/16	Tue 11/22/16	
200	7 - Conduct End User Training	15.63 days	Fri 8/5/16	Fri 8/26/16	
201	HR/Payroll	15 days	Fri 8/5/16	Thu 8/25/16	
202	Conduct Train-the-Trainer Training - HR	5 days	Fri 8/5/16	Thu 8/11/16	Logos HR Prof Serv
203	Conduct End User Training (Base) - HR	5 days	Fri 8/12/16	Thu 8/18/16	Logos Customer
204	Conduct End User Training (Additional Modules) - HR	5 days	Fri 8/19/16	Thu 8/25/16	Logos Customer
205	Position Budgeting	7 days	Fri 8/5/16	Mon 8/15/16	
206	Prepare Trainers - Position Budgeting	2 days	Fri 8/5/16	Mon 8/8/16	Logos Project Manager
207	Conduct End User Training - Position Budgeting	5 days	Tue 8/9/16	Mon 8/15/16	Logos HR Prof Serv
208	Post Go-Live Training Plan Refinement	0.63 days	Fri 8/26/16	Fri 8/26/16	
209	Assess areas that need further training - HR	1 hr	Fri 8/26/16	Fri 8/26/16	Logos HR Prof Serv,Logos Project Manager
210	Develop Post Go-Live Training Plan - HR	0.5 days	Fri 8/26/16	Fri 8/26/16	Logos Project Manager
211	Step 7 Complete - HR	0 days	Fri 8/26/16	Fri 8/26/16	
212	8 - Go Live	13 days	Tue 8/16/16	Thu 9/1/16	
213	HR/Payroll	7.5 days	Tue 8/23/16	Thu 9/1/16	
214	Execute the Pre-Go-Live Checklist - HR	0.5 days	Tue 8/23/16	Wed 8/24/16	Logos Project Manager
215	Perform Go-Live Data Conversions - HR (when applicable)	0 days	Thu 8/25/16	Thu 8/25/16	
216	Execute Go Live Plan - HR	1 day	Fri 8/26/16	Fri 8/26/16	Logos Project Manager
217	Complete Go-Live Checklist - HR	4 days	Mon 8/29/16	Thu 9/1/16	Logos Project Manager
218	Provide Onsite Live Support - HR	5 days	Fri 8/26/16	Thu 9/1/16	Logos HR Prof Serv
219	Position Budgeting	3 days	Tue 8/16/16	Thu 8/18/16	
220	Conduct End User Training & Go Live Support - Position Budgeting	3 days	Tue 8/16/16	Thu 8/18/16	Logos HR Prof Serv
221	Step 8 Complete - HR	0 days	Thu 9/1/16	Thu 9/1/16	
222	9 - Complete and Implement Remaining Deliverables	58 days?	Thu 9/1/16	Tue 11/22/16	
223	Perform Post-Go-Live Data Conversions	0 days	Thu 9/1/16	Thu 9/1/16	
224	Remaining Conversions Complete - HR	0 days	Thu 9/1/16	Thu 9/1/16	
225	Provide Post Live Training & Support (if required)	53 days?	Fri 9/9/16	Tue 11/22/16	
226	Provide Post Go-Live Support - HR	5 days	Fri 9/9/16	Thu 9/15/16	Logos HR Prof Serv
227	Provide Optional Module Training/Implementation - HR	1 day?	Fri 9/16/16	Fri 9/16/16	Logos HR Prof Serv
228	Complete Decision Support Software (DSS) System Setup and Training	12.13 days	Fri 11/4/16	Tue 11/22/16	
229	Confirm DSS Installation	1 hr	Mon 11/7/16	Mon 11/7/16	Logos Project Manager
230	Conduct Human Resource/Payroll Business Analytics Requirements Gathering /	1 hr	Fri 11/4/16	Mon 11/7/16	Logos HR Prof Serv
231	Provide Human Resource/Payroll Business Analytics Training	1 day	Mon 11/21/16	Mon 11/21/16	Logos HR Prof Serv
232	Provide Dashboards for Human Resources Training	1 day	Tue 11/22/16	Tue 11/22/16	Logos HR Prof Serv
233	Step 9 Complete - HR	0 days	Tue 11/22/16	Tue 11/22/16	
234	Utility Management Implementation Stage	161 days	Mon 7/25/16	Mon 3/6/17	
235	Construction Phase - UM	88 days	Mon 7/25/16	Wed 11/23/16	

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ID	Task Name	Duration	Start	Finish	Resource Names
236	5 - Build Out Standard Solution	65 days	Mon 7/25/16	Fri 10/21/16	
237	Build Out the Application	55 days	Mon 7/25/16	Fri 10/7/16	
238	Review and Build Out - UM	5 days	Mon 7/25/16	Fri 7/29/16	Logos UM Prof Serv,Logos Customer
239	Complete Build Tasks, Application Testing & Internal Process Development - UM	20 days	Mon 8/1/16	Fri 8/26/16	Logos Customer
240	Conduct Conversion Mapping - UM	5 days	Mon 8/29/16	Fri 9/2/16	Logos UM Prof Serv,Logos Customer
241	Complete Build Tasks, Application Testing & Internal Process Development - UM	20 days	Mon 9/5/16	Fri 9/30/16	Logos Customer
242	Standard Interfaces Construction Complete - UM	0 days	Fri 7/29/16	Fri 7/29/16	
243	Standard Mail Merge Forms Construction Complete - UM	0 days	Fri 10/7/16	Fri 10/7/16	Logos Customer
244	Core Application Training (SME)	15 days	Mon 10/3/16	Fri 10/21/16	
245	Provide Core Application Training 1 - UM	5 days	Mon 10/3/16	Fri 10/7/16	Logos Customer,Logos UM Prof Serv
246	Provide Core Application Training 2 - UM	5 days	Mon 10/10/16	Fri 10/14/16	Logos UM Prof Serv,Logos Customer
247	Provide Core Application Training 3 - UM	5 days	Mon 10/17/16	Fri 10/21/16	Logos Customer,Logos UM Prof Serv
248	Step 5 Complete - UM	0 days	Fri 10/21/16	Fri 10/21/16	
249	6 - Validate Configuration	23 days	Fri 10/21/16	Wed 11/23/16	
250	Parallel Testing	10 days	Mon 10/24/16	Fri 11/4/16	
251	Conduct Parallel Trip 1 - UM	5 days	Mon 10/24/16	Fri 10/28/16	Logos Customer,Logos UM Prof Serv
252	Conduct Parallel Trip 2 - UM	5 days	Mon 10/31/16	Fri 11/4/16	Logos Customer,Logos UM Prof Serv
253	Functional Test	3 days	Mon 11/7/16	Wed 11/9/16	
254	Conduct Functional Testing (Customer) - UM	3 days	Mon 11/7/16	Wed 11/9/16	Logos Customer
255	Conduct Functional Testing (NWS Assist) - UM	3 days	Mon 11/7/16	Wed 11/9/16	Logos FM Prof Serv
256	Update Configuration Settings and Workflows	5 days	Thu 11/10/16	Wed 11/16/16	
257	Update Configuration Settings and Workflows (Customer) - UM	1 wk	Thu 11/10/16	Wed 11/16/16	Logos Customer
258	Update Configuration Settings and Workflows (NWS Assist) - UM	5 days	Thu 11/10/16	Wed 11/16/16	Logos FM Prof Serv
259	Final Test Data Conversion and Final Testing Complete - UM	0 days	Fri 10/21/16	Fri 10/21/16	
260	Confirm Ready for Transition Phase	23 days	Mon 10/24/16	Wed 11/23/16	
261	End User Training Preparation - UM	21 days	Mon 10/24/16	Mon 11/21/16	
262	Identify End User Training Requirements	1 day	Mon 10/24/16	Mon 10/24/16	
265	Develop Training Material	5 days	Tue 10/25/16	Mon 10/31/16	
272	Coordinate Training Program	18 days	Thu 10/27/16	Mon 11/21/16	
280	Prepare Pre-Go-Live and Go-Live Checklists - UM	5 days	Thu 11/17/16	Wed 11/23/16	Logos Project Manager
281	Confirm Go-Live Plan - UM	5 days	Thu 11/17/16	Wed 11/23/16	Logos Project Manager
282	Step 6 Complete - UM	0 days	Wed 11/23/16	Wed 11/23/16	
283	Transition Phase - UM	73 days	Thu 11/24/16	Mon 3/6/17	
284	7 - Conduct End User Training	10.63 days	Thu 11/24/16	Thu 12/8/16	
285	Utility Management	10 days	Thu 11/24/16	Wed 12/7/16	
286	Conduct Train-the-Trainer Training - UM	5 days	Thu 11/24/16	Wed 11/30/16	Logos UM Prof Serv
287	Conduct End User Training - UM	5 days	Thu 12/1/16	Wed 12/7/16	Logos Customer
288	Post Go-Live Training Plan Refinement	0.63 days	Thu 12/8/16	Thu 12/8/16	
289	Assess areas that need further training - UM	1 hr	Thu 12/8/16	Thu 12/8/16	Logos UM Prof Serv,Logos Project Manager
290	Develop Post Go-Live Training Plan - UM	0.5 days	Thu 12/8/16	Thu 12/8/16	Logos Project Manager
291	Step 7 Complete - UM	0 days	Thu 12/8/16	Thu 12/8/16	
292	8 - Go Live	7.5 days	Mon 12/5/16	Wed 12/14/16	
293	Utility Management	7.5 days	Mon 12/5/16	Wed 12/14/16	
294	Execute the Pre-Go-Live Checklist - UM	0.5 days	Mon 12/5/16	Tue 12/6/16	Logos Project Manager
295	Perform Go-Live Data Conversions - UM	0 days	Wed 12/7/16	Wed 12/7/16	
296	Execute Go Live Plan - UM	1 day	Thu 12/8/16	Thu 12/8/16	Logos Project Manager

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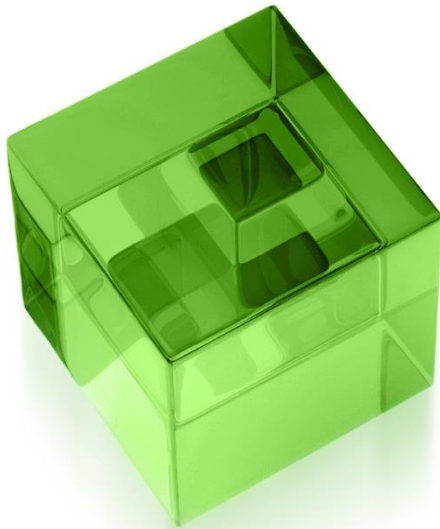
ID	Task Name	Duration	Start	Finish	Resource Names
297	Complete Go-Live Checklist - UM	4 days	Fri 12/9/16	Wed 12/14/16	Logos Project Manager
298	Provide Onsite Live Support - UM	5 days	Thu 12/8/16	Wed 12/14/16	Logos UM Prof Serv
299	Step 8 Complete - UM	0 days	Wed 12/14/16	Wed 12/14/16	
300	9 - Complete and Implement Remaining Deliverables	58 days	Wed 12/14/16	Mon 3/6/17	
301	Perform Post-Go-Live Data Conversions	0 days	Wed 12/14/16	Wed 12/14/16	
302	Remaining Conversions Complete - UM	0 days	Wed 12/14/16	Wed 12/14/16	
303	Provide Post Live Training & Support (if required)	43 days	Thu 1/5/17	Mon 3/6/17	
304	Provide Post Go-Live Support - UM	5 days	Thu 1/5/17	Wed 1/11/17	Logos UM Prof Serv
305	Complete Decision Support Software (DSS) System Setup and Training	12.13 days	Thu 2/16/17	Mon 3/6/17	
306	Confirm DSS Installation	1 hr	Thu 2/16/17	Fri 2/17/17	Logos Project Manager
307	Conduct Utility Management Business Analytics Requirements Gathering / Training	1 hr	Thu 2/16/17	Fri 2/17/17	Logos HR Prof Serv
308	Provide Utility Management Business Analytics Training	1 day	Fri 3/3/17	Fri 3/3/17	Logos UM Prof Serv
309	Provide Dashboards for Utility Management Training	1 day	Mon 3/6/17	Mon 3/6/17	Logos UM Prof Serv
310	Step 9 Complete - UM	0 days	Mon 3/6/17	Mon 3/6/17	
311	Community Development Implementation Stage	114 days	Mon 12/5/16	Thu 5/11/17	
312	Construction Phase - CD	41 days	Mon 12/5/16	Mon 1/30/17	
313	5 - Build Out Standard Solution	25 days	Mon 12/5/16	Fri 1/6/17	
314	Build Out the Application	25 days	Mon 12/5/16	Fri 1/6/17	
315	Review and Build Out - CD	5 days	Mon 12/5/16	Fri 12/9/16	Logos Customer,Logos CD Prof Serv
316	Complete Build Tasks, Application Testing & Internal Process Development - CD	20 days	Mon 12/12/16	Fri 1/6/17	Logos Customer
317	Support Parcel Import - CD	2 days	Mon 12/12/16	Tue 12/13/16	Logos Customer,Logos CD Prof Serv
318	Core Application Training (SME)	10 days	Mon 12/12/16	Fri 12/23/16	
319	Provide Core Application Training 1 - CD	5 days	Mon 12/12/16	Fri 12/16/16	Logos Customer,Logos CD Prof Serv
320	Provide Core Application Training 2 - CD	5 days	Mon 12/19/16	Fri 12/23/16	Logos Customer,Logos CD Prof Serv
321	Standard Interfaces Construction Complete - CD	0 days	Fri 12/9/16	Fri 12/9/16	
322	Standard Mail Merge Forms Construction Complete - CD	0 days	Fri 12/16/16	Fri 12/16/16	Logos Customer
323	Finalize Build	5 days	Mon 12/26/16	Fri 12/30/16	
324	Finalize Build Out - CD	5 days	Mon 12/26/16	Fri 12/30/16	Logos CD Prof Serv,Logos Customer
325	Step 5 Complete - CD	0 days	Fri 12/30/16	Fri 12/30/16	
326	6 - Validate Configuration	21 days	Fri 12/30/16	Mon 1/30/17	
327	Conduct Parallel Test	5 days	Mon 1/2/17	Fri 1/6/17	
328	Conduct Parallel Trip - CD	5 days	Mon 1/2/17	Fri 1/6/17	Logos CD Prof Serv,Logos Customer
329	Conduct Functional Test	3 days	Mon 1/9/17	Wed 1/11/17	
330	Conduct Functional Testing (Customer) - CD	3 days	Mon 1/9/17	Wed 1/11/17	Logos Customer
331	Conduct Functional Testing (NWS Assist) - CD (when applicable)	3 days	Mon 1/9/17	Wed 1/11/17	Logos FM Prof Serv
332	Update Configuration Settings and Workflows	5 days	Thu 1/12/17	Wed 1/18/17	
333	Update Configuration Settings and Workflows (Customer) - CD	1 wk	Thu 1/12/17	Wed 1/18/17	Logos Customer
334	Update Configuration Settings and Workflows (NWS Assist) - CD	5 days	Thu 1/12/17	Wed 1/18/17	Logos FM Prof Serv
335	Final Test Data Conversion and Final Testing Complete - CD	0 days	Fri 12/30/16	Fri 12/30/16	
336	Confirm Ready for Transition Phase	21 days	Mon 1/2/17	Mon 1/30/17	
337	End User Training Preparation - CD	21 days	Mon 1/2/17	Mon 1/30/17	
338	Identify End User Training Requirements	1 day	Mon 1/2/17	Mon 1/2/17	
341	Develop Training Material	5 days	Tue 1/3/17	Mon 1/9/17	
348	Coordinate Training Program	18 days	Thu 1/5/17	Mon 1/30/17	
356	Prepare Pre-Go-Live and Go-Live Checklists - CD	5 days	Thu 1/19/17	Wed 1/25/17	Logos Project Manager
357	Confirm Go-Live Plan - CD	5 days	Thu 1/19/17	Wed 1/25/17	Logos Project Manager

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ID	Task Name	Duration	Start	Finish	Resource Names
358	Step 6 Complete - CD	0 days	Mon 1/30/17	Mon 1/30/17	
359	Transition Phase - CD	76.5 days	Wed 1/25/17	Thu 5/11/17	
360	7 - Conduct End User Training	10.63 days	Tue 1/31/17	Tue 2/14/17	
361	Community Development	10 days	Tue 1/31/17	Mon 2/13/17	
362	Conduct Train-the-Trainer Training - CD	5 days	Tue 1/31/17	Mon 2/6/17	Logos CD Prof Serv
363	Conduct End User Training (Base) - CD	5 days	Tue 2/7/17	Mon 2/13/17	Logos Customer
364	Post Go-Live Training Plan Refinement	0.63 days	Tue 2/14/17	Tue 2/14/17	
365	Assess areas that need further training - CD	1 hr	Tue 2/14/17	Tue 2/14/17	Logos CD Prof Serv,Logos Project Manager
366	Develop Post Go-Live Training Plan - CD	0.5 days	Tue 2/14/17	Tue 2/14/17	Logos Project Manager
367	Step 7 Complete - CD	0 days	Tue 2/14/17	Tue 2/14/17	
368	8 - Go Live	18.5 days	Wed 1/25/17	Mon 2/20/17	
369	Community Development	18.5 days	Wed 1/25/17	Mon 2/20/17	
370	Review Parcel Import Process	1 day	Wed 1/25/17	Thu 1/26/17	Logos UM Prof Serv
371	Execute the Pre-Go-Live Checklist - CD	0.5 days	Thu 2/9/17	Fri 2/10/17	Logos Project Manager
372	Perform Go-Live Data Conversions - CD (when applicable)	0 days	Mon 2/13/17	Mon 2/13/17	
373	Execute Go Live Plan - CD	1 day	Tue 2/14/17	Tue 2/14/17	Logos Project Manager
374	Complete Go-Live Checklist - CD	4 days	Wed 2/15/17	Mon 2/20/17	Logos Project Manager
375	Provide Onsite Live Support - CD	5 days	Tue 2/14/17	Mon 2/20/17	Logos CD Prof Serv
376	Step 8 Complete - CD	0 days	Mon 2/20/17	Mon 2/20/17	
377	9 - Complete and Implement Remaining Deliverables	58 days	Mon 2/20/17	Thu 5/11/17	
378	Perform Post-Go-Live Data Conversions	0 days	Mon 2/20/17	Mon 2/20/17	
379	Remaining Conversions Complete - CD	0 days	Mon 2/20/17	Mon 2/20/17	
380	Provide Post Live Training & Support (if required)	58 days	Tue 2/21/17	Thu 5/11/17	
381	Provide Post Go-Live Support - CD	5 days	Tue 2/21/17	Mon 2/27/17	Logos CD Prof Serv
382	Complete Decision Support Software (DSS) System Setup and Training	12.13 days	Tue 4/25/17	Thu 5/11/17	
383	Confirm DSS Installation	1 hr	Tue 4/25/17	Wed 4/26/17	Logos Project Manager
384	Conduct Human Resource/Payroll Business Analytics Requirements Gathering /	1 hr	Tue 4/25/17	Wed 4/26/17	Logos HR Prof Serv
385	Provide Community Development Business Analytics Training	1 day	Wed 5/10/17	Wed 5/10/17	Logos CD Prof Serv
386	Provide Dashboards for Community Development Training	1 day	Thu 5/11/17	Thu 5/11/17	Logos CD Prof Serv
387	Step 9 Complete - CD	0 days	Thu 5/11/17	Thu 5/11/17	
388	Closing Phase	12 days	Fri 5/12/17	Mon 5/29/17	
389	10 - Close the Project	12 days	Fri 5/12/17	Mon 5/29/17	
390	Verify All Contracted Items are Delivered and Payments are Collected	5 days	Fri 5/12/17	Thu 5/18/17	
393	Transition from Project Team to Ongoing Account Team Members	7 days	Fri 5/19/17	Mon 5/29/17	
396	Step 10 Complete	0 days	Mon 5/29/17	Mon 5/29/17	
397	Custom Software Enhancements to Base Applications and Custom Interfaces (Delivered by	60 days	Wed 2/10/16	Wed 5/4/16	

APPENDIX 4



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Statement of Work

**Logos Public Administration Software Suite
July 30, 2015**

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The terms and conditions governing this project are specified in the **Agreement** between the parties. In the event statements in this Logos Public Administration Software Suite Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.

A. PROJECT OVERVIEW

This Statement of Work (SOW) defines the principal activities and responsibilities of **City** and **New World** for the implementation of an integrated ERP system consisting of the following primary software applications:

LOGOS.NET Modules and Functions
Financial Management Suite
Payroll & Human Resources Suite
Utility Management
Community Development Suite
eSuite Web Applications
Decision Support Analytics & Reporting

A.1 Objectives

The project will provide an integrated Enterprise Resource Management (ERP) system, Logos.NET, as described in the Agreement to assist and support **City** staff in the delivery of services and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of **City** operations.

Below is a summary of the planned objectives for the project:

- a) Replace the **City**'s AS/400-based software and certain other related business systems and shadow systems.
- b) Provide better front-end services by improving the **City**'s back-end services and systems.
- c) Incorporate fully integrated "best business practices".
- d) Develop a system that is user-friendly and empowers core **City** users and other **City** stakeholders to improve their financial processes.
- e) Improve quality and accessibility of information for decision support.
- f) Utilize data to create informative reports on financial activity.
- g) Reduce paper-based workflow processes and forms.
- h) Reduce redundant "shadow systems", data entry, storage, and paper processing.
- i) Improve operational effectiveness and productivity.
- j) Reduce the number of systems the **City** owns and supports and their related costs by retiring existing legacy and back office "systems" and tools.

A.2 Schedule

This project is targeted to be completed and the project closed as identified in the **Agreement** and detailed Project Plan, to be completed after signing of **Agreement**. Many factors will impact the ability of the **New World** and **City** project teams to meet this target.

The **New World** and **City** Project Managers will work together, along with **New World** and **City** senior management, to develop a project plan that itemizes the specific tasks, resources, dependencies and schedules. **New World** will work hard to help build a project plan to meet the targeted timeline.

However, unforeseen **City** dependencies, unexpected **City** circumstances or changes to **City** requirements may cause the **New World** and **City** Project Managers to build a project plan that does not meet the targeted project completion timeline.

When the planning activity is completed and the Project Plan is approved by **New World** and **City** senior management, then the actual scheduled completion date will be determined for this project.

Developing the Project Plan and then approving the Project Plan are specific steps called out in the **New World** Project Implementation Methodology (PIM) outlined in later sections of this SOW.

A.3 Scope and Deliverables

The success of the project is dependent upon all of the organizations identified below to participate fully in this project and to fulfill all of their assigned tasks with quality and on schedule.

The scope of this project includes three types of deliverables from **New World**:

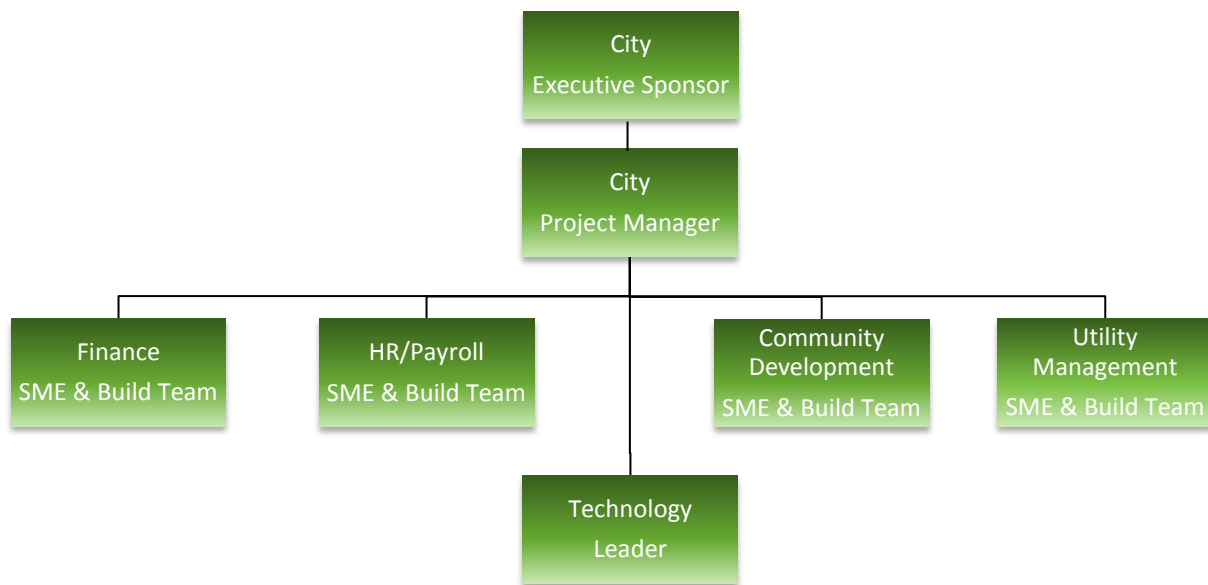
1. Licensed Standard Software Deliverables
2. **New World** Service Deliverables
3. Third Party Hardware, Software, Service Deliverables

The scope and deliverables proposed for this project are outlined in the agreement.

B. PROJECT ORGANIZATION & DECISION MAKING

B.1 City Project Organization

The City project organization, roles and assigned individuals are shown below:



B.1.1 City Project Team Assignments

Here are the **City** Project Roles and Assignments:

Project Role		Functional Organization and Role	Name
1	Executive Sponsor	Chief Financial Officer Chief of Staff	Paul Becker Don Marr
2	Project Manager	TBD	TBD
3	Finance Subject Matter Expert	Accounting Manager	Marsha Hertweck
4	HR/Payroll Subject Matter Expert	Accounting Manager-Payroll	Trish Leach
5	Utilities Management Subject Matter Expert	Billing and Collections Manager	Cheryl Partain
6	Community Development Subject Matter Export		
7	Technology Leader	TBD	TBD

The **City** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.1.2 City Project Team Roles & Responsibilities

Here are the **City** Project Roles and Responsibilities:

B.1.2.1 City Executive Sponsor

- Provides executive level oversight of the project conduct and outcomes on behalf of **City**.
- Executive Sponsor is appointed by (the Governing Group/some other entity) and serves for the duration of the project.
- Executive Sponsor (is/is not) a Governing Group member.
- Executive Sponsor attends Governing Group meetings and (votes/does not vote) on resolutions presented.
- Executive Sponsor is accountable to the Governing Group for project conduct and outcomes.
- Executive Sponsor reports project status to the Governing Group.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor presents and recommends approval of project funding requests to the Governing Group.
- Executive Sponsor presents and recommends final top level project decisions to the Governing Group.
- Executive Sponsor makes executive project decisions that do not require Governing Group approval.
- Executive Sponsor is accountable for project results and outcomes.

B.1.2.2 City Project Manager

- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **City**.
- Project Manager is accountable to the Executive Sponsor for project conduct and outcomes.
- Project Manager reports project status to the Executive Sponsor.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the Executive Sponsor.
- Project Manager makes and/or coordinates with project constituents to make daily project decisions that do not require Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.

B.1.2.3 City Subject Matter Experts (SMEs)

- SMEs represent functional senior managers and users for the functional areas engaged in the project. The functional areas include:
 - Finance
 - HR/Payroll
 - Utility Management
 - Community Development
- SMEs provide day-to-day oversight and coordination of the project tasks and outcomes on behalf of the assigned functional areas on behalf of City.
- SMEs make and/or coordinate with functional constituents to make daily project decisions that do not require Project Manager approval.
- SMEs are appointed by (the functional senior managers/some other entity) and serve for the duration of the project.
- SMEs train end users.
- SMEs are accountable to the Project Manager and their Functional senior managers for project conduct and outcomes.
- SMEs report project status to the Project Manager and their Functional senior managers.
- SMEs are accountable for the results and outcomes of project activities in their functional areas.

B.1.2.4 City Technology Leader

- Technology Leader represents technology senior managers for project.
- Technology Leader provides day-to-day oversight and coordination of the technology tasks and outcomes on the project.
- Technology Leader is appointed by (the technology senior managers/some other entity) and serves for the duration of the project.
- Technology Leader is accountable to the Project Manager and their Technology senior managers for technology task conduct and outcomes for the project.
- Technology Leader reports status to the Project Manager and their Technology senior manager.
- Technology Leader makes and/or coordinates with technology constituents to make daily technology decisions that do not require Project Manager approval.
- Technology Leader is accountable for the results and outcomes of technology activities of the project.

B.1.2.5 City Build Teams

- Build teams are representatives from the functional areas engaged in the project. The functional areas include:
 - Finance
 - HR/Payroll
 - Utility Management
 - Community Development
- Build Teams complete project tasks to configure and setup their assigned functional areas of the product suite.
- Build Teams are appointed by the (SME/functional senior manager/some other entity) and serve for the duration of the project.
- Build Teams are accountable for the results and outcomes of the project activities in their functional areas.

B.2 New World Project Organization

The **New World** project organization, roles and assigned individuals are described in B.2.1, below:

B.2.1 New World Project Team Assignments

	Project Role	Functional Role	Name(s)
1	Group VP	Vice President of Customer Care	Mark Dvorak
2	Account Manager	Customer Care Manager	Brad Reed
3	Executive Sponsor	General Manager Logos Professional Services	Andy Breeden
4	Sr. Project Manager	Sr. Project Manager	Felix Winkler
5	Finance Application Specialist	Finance Application Specialist(s)	Ron Vedder
6	HR/Payroll Application Specialist	HR/Payroll Application Specialist(s)	Dave Jankowski
7	Community Development Application Specialist	Community Development Application Specialist(s)	Ben Cheney
8	Utility Management Application Specialist	Utility Management Application Specialist(s)	Shannon Landis
9	Technical Services Specialist	Technical Services Specialist(s)	Joyce Wiazowski
10	Data Conversion Lead	Data Analyst	Imran Ahmad

The **New World** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

B.2.2 New World Project Team Roles & Responsibilities

New World Project Roles and Responsibilities:

B.2.2.1 New World Group VP

- Served as the **New World** leader of the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required for the project.
- Available to meet with **City** and **New World** senior managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.2 New World Account Manager

- Served as the **New World** sales representative during the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required in order to complete the project.
- Available to meet with **City** and **New World** managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.3 New World Executive Sponsor

- Executive Sponsor is assigned at the project initiation and serves for the duration of the project.
- Provides executive level oversight of the project conduct and outcomes on behalf of **New World**.
- Executive Sponsor is accountable to **New World** executives for project conduct and outcomes.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor makes executive project decisions, or facilitates obtaining decisions for **New World**.
- Executive Sponsor meets with and reviews status with **City** Executive Sponsor.
- Executive Sponsor is accountable for project results and outcomes.

B.2.2.4 New World Project Manager

- Project Manager is appointed at project initiation and serves for the duration of the project.
- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **New World**.
- Project Manager is responsible for project planning.
- Project Manager is responsible for **New World** resource management.

- Project Manager is accountable to the Executive Sponsor and **New World** executive managers for project conduct and outcomes.
- Project Manager reports project status to the **New World** Executive Sponsor.
- Project Manager reports project status to the **City** Project Manager.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the **New World** Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the **New World** Executive Sponsor.
- Project Manager makes and/or coordinates with **New World** project constituents to make daily project decisions that do not require **New World** Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.
- Project Manager is responsible for production, coordination and management of the project management workbook.

B.2.2.5 New World Application Specialist

- Application Specialists serve as the product experts for their assigned functional areas of the Logos product suite. The functional areas include:
 - Finance
 - HR/Payroll
 - Utility Management
 - Community Development
- Application Specialists provide training and knowledge transfer to **City** functional experts to enable **City** staff to set up and configure each application area of the product suite.
- Application Specialists provide support to **City** functional experts to help them make project decisions.
- Application Specialists provide training to **City** trainers to enable them to train end users.
- Application Specialists provide training to **City** trainers to end users.
- Application Specialists are assigned by **New World** resource managers and serve for the specific tasks as assigned during the project.
- Application Specialists are accountable to the **New World** Project Manager and their resource managers for project conduct and outcomes.
- Application Specialists report project status to the Project Manager and their resource managers.
- Application Specialists are accountable for the results and outcomes of project activities in their functional areas.

B.2.2.6 New World Technical Services Specialist

- Technical Services Specialist provides hardware, system software and network infrastructure services.

- Technical Services Specialist reports status to the Project Manager and their technical services resource manager.
- Technical Services Specialist makes and/or coordinates with **City** technology constituents to project technology decisions that do not require Project Manager approval.
- Technical Services Specialist reports technical issues and resolution recommendations to the **New World** Project Manager.
- Technical Services Specialist is accountable to the Project Manager and their **New World** technical services resource manager for the technical services outcomes and results during the project.

B.2.2.7 New World Data Conversion Lead

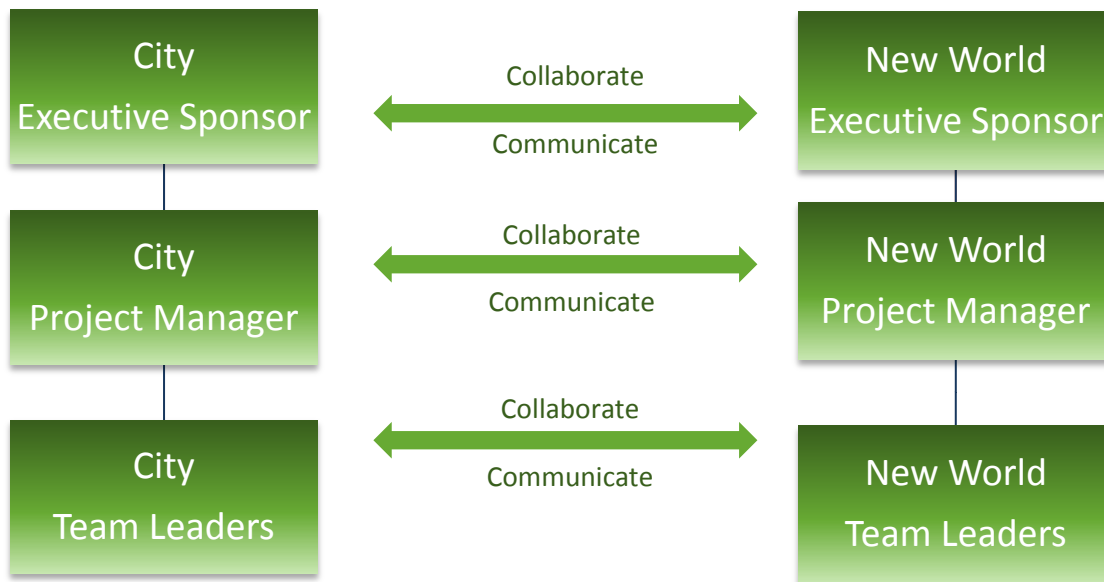
- Data Conversion Lead manages the **New World** data conversion activities and resources for the project.
- Data Conversion Lead works with assigned **City** data conversion staff during the project.
- Data Conversion Lead is assigned early in the project and serves for the duration of the data conversion activities.
- Data Conversion Lead is accountable to the **New World** Project Manager and their data conversion senior managers for data conversion task conduct and outcomes for the project.
- Data Conversion Lead reports status to the **New World** Project Manager and their data conversion senior manager.
- Data Conversion Lead is accountable for the results and outcomes of data conversion activities of the project.

B.3 Project Decision Making Process

Decisions will be made at multiple organization levels at **City** and **New World** in order to deliver the desired project results. Many decisions need to be made during the project. Many people are involved in the project. If decision making is not appropriately defined, the risks increase that undesirable project outcomes could occur. In setting up the decision making process for the project, the following are desired:

1. It is desirable that decisions are made in a timely fashion and in accordance with the appropriate level of authority required to establish policies and procedures, to authorize/approve plans and resources, and/or to resolve issues.
2. It is desirable to enable decision-making authority to be granted to managers who are as close to the daily project activities as possible to avoid delays or bottlenecks yet to also attain quality results for the project.

Here are the decision-making levels at **City** and **New World**. If collaboration and communication between the individuals on the same level (in the hierarchy shown below) at **City** and **New World** fail to result in a timely decision or issue resolution as required to keep the project on track, then the individuals must escalate the decision or issue resolution one level up as shown below.



C. PROJECT RESPONSIBILITY & RISK SUMMARY

New World's objective for every project is to fulfill all contracted obligations successfully, on time and on budget.

In order to complete a successful project, both **New World** and **City** team must be engaged fully in the project and support is required in a number of areas. To aid in completing a successful project, the following responsibilities must be fulfilled and the risks must be mitigated.

C.1 Project Ownership and Success

1. Project ownership is shared between **City** and **New World** teams.
2. Executive sponsors from **City** team and **New World** need to collaborate to manage through strategic issues, help drive change management, and maintain consistent communication throughout the project.

C.2 City Executive Sponsor Responsibilities

1. Provide leadership and clear direction to **City** project team throughout the project.
2. Allocate sufficient and qualified resources to ensure a successful project.
3. Confirm achievement of all milestones and contract deliverables after each phase of the project.
4. Track progress and resolve issues during executive milestone reviews.
5. Ensure the assigned resources adhere to timeframes and schedules.
6. Partner with the **New World** Executive Sponsor to resolve any disputes that may arise.
7. Work as a team with **New World** to drive and promote change, and take advantage of best practices.

C.3 Managing Change within City Organization

1. **City** is responsible for managing change within their organization.
2. Limit the scope of changes that may delay implementation or increase the cost of the project.
3. Users will need consistent coaching and reassurance from the leadership team.
4. Team should expect to provide extra effort during the implementation period.
5. Users need to understand the differences and overall benefits of the new system.
6. Do not allow individual desires or agendas to overshadow the needs of the many.
7. City management needs to explain the differences and benefits of the new solution.
 - a. Workflow may be slower at first, but there is more information and long-term organization value
 - b. More data integration is available which contributes to the overall solution value

C.4 Provide a Stable Environment and Sufficient Infrastructure

1. Adhere to **New World** specifications for hardware, software and infrastructure.
2. Manage and maintain the necessary network bandwidth and stability.
3. Adhere to industry-standard practices when managing security, network and database resources.
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks.

C.5 New World Systems Escalation Policy

1. **City** identifies an issue and categorizes it as a product, project or business issue.
2. **City** contacts the **New World** Project Manager and provides detailed documentation of the issue.
3. If **New World** Project Manager is unavailable, **City** contacts **City** Account Manager (Regional Territory Manager or Customer Care Representative assigned to **City**).
4. If **City** is unable to resolve the issue or not satisfied with the issue resolution, **City** escalates to **New World** Executive Sponsor for the project.

C.6 Expectations for Project Implementation

1. Project execution will follow the **New World** Project Implementation Methodology as described in later sections of this SOW.
2. **City** and **New World** Project Managers shall identify key timeframes and requirements early in the project.
 - a. Project start dates
 - b. Milestone dates
 - c. **City** blackout dates
 - d. Non-standard contract deliverables required for go-live (generally delivered after go-live)
3. Resource scheduling will be planned and agreed to by both **City** and **New World**.
 - a. Scheduled resource assignments will be held for a 90-day lock period
 - b. Schedule changes within the lock period are costly, and can put the project plan at risk

C.7 Software & Warranty Expectations

1. Large-scale ERP software solutions typically have some open warranty issues
2. Software issues may arise as a normal part of any project implementation
3. Any issue with the software system should be documented using **New World**'s standard methodology
4. As with all projects, this is a partnership between **City** and **New World**, and the parties need to work together to quickly diagnose and resolve any potential issues

C.8 Top ERP Implementation Risks: What Can Endanger Project Success?

1. **City Senior Leadership Not Engaged**
 - a. Without sustained executive support and leadership, project delays and failure may occur

2. Increasing Project Scope

- a. Changing or adding requirements mid-project may delay project and increase costs
- b. Delayed approvals on non-standard contract deliverables may delay project and increase costs
- c. Adding non-standard features increases the project complexity and risk of successful implementation. Simplifying the go-live requirements early in the project plan and minimizing requirements changes during project implementation mitigates risk

3. Change Management

- a. Failure to manage process change in **City** organization increases risk
- b. Effective communication is imperative during the entire implementation process

4. Third Party Contract Deliverables

- a. Document and obtain approvals on requirements involving third parties early in the project
- b. Set and manage expectations with all participants

5. Environment, Infrastructure and System Administration

- a. Adhere to **New World** specifications for hardware, software and infrastructure
- b. Manage and maintain the necessary network bandwidth requirements
- c. Managing **City** environment during and after the project requires one or more skilled system administrators to manage the technical resources

6. Data Conversion

- a. Only submit data to **New World** after thoroughly reviewing **City** data mappings
- b. Analyze all converted data closely, including controls, before resubmitting
- c. Continue to stress user review and accuracy

City and **New World** Executive Sponsors and Project Managers are expected to work with each other throughout the project to ensure mutual understanding of the responsibilities and risks described above, work together to ensure both parties fulfill their respective responsibilities and mitigate the risks to help ensure successful project completion.

D. PROJECT MANAGEMENT RESPONSIBILITIES

New World and **City** Project Managers will use the PIM to manage the implementation of the **New World** technology and to transition **City** from its existing technologies and operation to the technology provided and described in the **Agreement**. In addition to using the PIM, the following guidelines shall be followed:

1. Work will be performed at the **City's** location and **New World's** project offices and will be performed on business days during **City's** normal business hours, except when both parties agree otherwise.
2. A project consists of the delivery, installation, configuration, testing and implementation and go-live of the licensed standard software that provides the functionality and operation described in the **Agreement**.
3. Additional work activities and software functionality not described in the **Agreement** and/or the SOW will be considered a change to a project and will be authorized by **City** using the Project Change Order document. Depending on the nature of the change, a cost adjustment may result which shall be managed according to the **Agreement**.
4. The **City** and **New World** expect and agree that the **Agreement** and/or SOW may be modified from time to time, especially after **New World** gains a more complete understanding of **City's** existing technologies, business practices and operations.
5. Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual **Agreement**. Training arrangements for observers may be made upon mutual **Agreement**.
6. **City** is responsible for the WAN/LAN infrastructure.
7. The operation and availability of the external systems or third party software is the responsibility of **City** and necessary for the success of the project.
8. **City** is responsible for maintaining in good working order the third party systems that it operates and that interface with **New World** software as part of this project.
9. With the **City's** prior approval, the **New World** Implementation teams must have access to all servers and workstations that are applicable to the project. This includes having a domain login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.

D.1 New World's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **New World** responsibilities include the following:

1. Managing the efforts of **New World's** staff and coordinating **New World** activities with **City** Project Manager.
2. Providing monthly project status reports to **City**.
3. Documenting, coordinating and managing the overall Implementation Plan (both summary and detail level) with the **City's** management and the City Project Manager.
4. Conducting a project review (kick-off) meeting at the **City's** location.
5. Managing the efforts of the **New World** staff and coordinating **New World's** activities with the **City's** Project Manager.
6. Coordinating delivery of contracted services throughout the project.
7. Providing **New World** consultation with the City and its other vendors or third parties when necessary.
8. Maintaining a record of all project communications.
9. Conducting bi-weekly or weekly as needed regular project review meetings with the **City's** Project Manager via telephone conference calls.
10. Preparing and submitting monthly regular status reports to the City and to **New World** management.
11. Responding to issues if any rose by the **City's** Project Manager throughout the project.
12. Preparing and submitting project Change Orders to the **City's** Project Manager (or designee) as necessary and gaining **New World** and City approvals before implementing the requested changes.
13. Conducting a project close-out meeting at the **City's** location to conclude the project.

Project Management Responsibilities are executed by the **New World** Project Manager (PM), or representative of the PM, if the PM is not available.

D.2 City's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **City** responsibilities include the following:

1. Assigning a competent Project Manager with authority to make project decisions and commitments on behalf of **City**, including:
 - a. provide timely answers to **New World's** requests for information
 - b. coordinate a mutually agreeable implementation and training schedule
 - c. have authority to sign for and obligate **City** to any matters relating to service requests, design documents, test documents and/or delivery and service schedules
 - d. In situations where **City** participation is required, provide timely input for systems definition, detail design, and use of the software system
2. Managing the efforts of **City's** staff and coordinating **City** activities with the **New World** Project Manager.
3. Providing status reports to **New World** on **City** tasks.
4. Providing overall status reports to **City** managers and teams.
5. Maintaining project communications with the **New World** Project Manager.
6. Providing input to **New World** for creation of the regular status reports.
7. Ensuring that **City** personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities.
8. Participating in the status gathering and sharing activities with the **New World** Project Manager as required for determining project status.
9. Providing responses to issues raised by the **New World** Project Manager in a timely manner.
10. Serving as liaison with all **City** provided third party vendors and associated systems.
11. Ensuring that acceptable Change Orders are approved in a timely fashion by authorized signature(s).
12. Providing workspace for **New World** personnel as reasonably requested.
13. Ensuring **New World** personnel have access to server and network equipment and work areas with pre-authorization for off-hours.
14. Ensuring timely payment of invoices.

Project Management Responsibilities are executed by the **City** Project Manager (PM), or representative of the PM, if the PM is not available.

D.3 Managing Project Scope – Use of Contract Addendums and Change Orders

During the course of this project, it may become necessary to make adjustments to the scope of the project. If such a situation arises, a formal process shall be used to document requests and solicit approvals to change the scope. Contract Addendums or Change Orders will be used to request and approve changes to project scope.

Changes to project scope include alterations, deletions, additions, deviations and omissions to the products and services identified in the **Agreement**. The standard method of documenting and executing a change to the **Agreement** are shown below:

- Exhibit A (Licensed Standard Software and Fees) – Contract Addendum
- Exhibit B (Implementation and Training Support Services) – Change Order
- Exhibit F (Data Conversions) – Change Order
- Exhibit G (Custom Interfaces) – Change Order
- Appendix 1 (Third Party Products and Services) – Contract Addendum
- The Logos Statement of Work (SOW) – Change Order

Note that the terms and conditions governing this project are specified in the **Agreement** between the parties. In the event that statements in this Logos Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.

Requests for changes that require Contract Addendums and/or Change Orders are typically initiated by **City**. However, the **New World** Project Manager may offer proposals to **City** Project Manager for consideration.

City approval of a **New World**-initiated Contract Addendum and/or Change Order will be indicated through execution (signature) of the Contract Addendum and/or Change Order documents by duly authorized **City** representatives before any additional work is performed.

D.4 Project Communication and Planning Tools

During the course of this project, it is necessary to communicate information between **City** and **New World** and vice versa. **New World** will provide project information to **City** in various formats appropriate to each type of information that is communicated. Key communication and planning tools to be used include:

Project Communication and Planning Tools		
	Project Plan • Project Tasks • Project Scheduling • Resource Assignments • Payment Milestones • Key Milestones • Contract Deliverables (Services and Software) • Gantt Chart	
	Project Management Workbook • Project Methodology Overview • Monthly Project Status Report • Project Schedule City Blackout Dates • Contact Information • Roles and Responsibilities • Communication Plan • Risk Management Plan • Action Items • Issues • Change Control Definition, Register and Forms • Pre Go-Live Readiness Checklist • Pre Go-Live Systems Assurance Readiness Checklist • Go-Live Checklist • Post Go-Live Checklist	
	Data Conversion Plan	
	Technical Services Plan	
	Requirements Definitions (Custom Enhancements, Custom Interfaces)	
	Pre-Trip Reports	
	Post-Trip Reports	
	Build Plans	
	Training Plans	
	Functional Test Checklist	

Additional tools will be used by the Project Managers as appropriate to communicate activity specific information throughout the project.

D.5 Project Status Reports

During the course of this project, the **New World** Project Manager will prepare and provide to **City** monthly written status reports. In addition, regular status review meetings and/or conference calls will be used at the discretion of the Project Managers to further ensure appropriate status information is exchanged. These review meetings and calls will also be used to identify and/or resolve issues where possible, coordinate action items and schedule activities as appropriate.

City is responsible to provide **New World** with updated status regarding **City** tasks and activities. The Project Managers shall collaborate to determine the best format and process for communicating **City** status to **New World**.

In addition, the **New World** and **City** Executive Sponsors will meet periodically to review project status. The initial meeting will take place during project initiation. At that meeting, a schedule will be agreed upon for status meetings between the Executive Sponsors for the remainder of the project duration. **City** will host the meetings at their location and is responsible to attend as planned.

Communication between the senior managers at **City** and **New World** is essential to ensure project success and these meetings are a key activity to ensure project success.

D.6 Formal City Notifications

During the course of this project, it is necessary to formally notify **City** of completion of key events or fulfillment of key project obligations. The **New World** Project Manager will notify **City** in writing of the completion of these key events and obligations. The reasons for formal notification include:

1. Bring **City's** attention to the **New World** position that a key event has occurred or a key project obligation has been fulfilled.
2. Establish "for the record" that **City** has been notified.
3. Provide a specified time period for **City** to take exception or dispute the **New World** position, if so desired.
4. To bring clear closure for the project teams that key events did occur and fulfillment of key project obligations were made.

When notified by **New World**, **City** may:

1. Sign and return the notification as acknowledgement and approval of the completion of the key event or fulfillment of the key project obligation in a timely manner.
2. Provide written notice to **New World** within the specified time period (typically 15 days) that **City** does not agree that of the completion of the key event or fulfillment of the key project obligation occurred and why.
3. Do nothing within the specified time period (typically 15 business days), in which case the completion of the key event or fulfillment of the key project obligation is deemed approved by **City**.

E. 5 PHASE PROJECT IMPLEMENTATION METHODOLOGY (PIM)



5 Phase Project Implementation Methodology (PIM)

Since its inception, **New World** has successfully completed thousands of implementation projects. **New World** has developed this standard project implementation methodology to be predictable, repeatable, lower risk and maximize project success. This standard approach is based upon a blend of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) guidelines and knowledge obtained from years of successful **New World** project management activity deploying public sector solutions.

Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning.
2. **Planning** – Create and approve the Project Plan.
3. **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness.
4. **Transition** – Train users, perform data conversion (if required), execute go-live, complete Post Go-Live activities, finalize **City** application customizations, optimize implementations (if applicable) and complete final acceptance of the operating system.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **City** to **New World** Account Management team.

Each phase consists of one or more steps. Each step includes:

1. **New World Responsibilities** – Tasks **New World** staff is responsible to complete.
2. **City Responsibilities** – Tasks **City** staff is responsible to complete.
3. **Product and Service Deliverables** — Contract items that are delivered during the step.
4. **Key Milestones** – Events that are key to monitoring the status and health of the project.
5. **Completion Criteria** - requirements in order to consider the step complete.

The Phases, Steps, Milestones, Product and Service Deliverables, and Work Breakdown Structure (WBS) that comprise the PIM are summarized in the matrix on the following pages. Each step and project deliverable are described in detail in the sections following this matrix. Although the PIM steps are shown in diagrams as sequential, steps will overlap based on individual project needs and circumstances.

Also note, the Phases, Steps, Milestones, Product and Service Deliverables, and WBS are embedded in the Project Plan template, which is used in conjunction with this methodology.

Note, the Construction Phase (Steps 5 and 6) and the Transition Phase (Steps 7 through 9) are repeated for each application if the project contains staged go-live events.

E.1 Milestone Summary

These are the milestones specified for this project per the **Agreement** terms and conditions along with the Key Project Milestones that will be used to help monitor project status.

		Milestones
		Key Project Milestones
Phases	Steps	
Initiation	1 - Conduct Start-up Activity	Execute Customer Agreement
Planning	2 - Plan the Project	Complete Executive Summary Project Plan Draft Project Plan
	3 - Approve the Project Plan	Approve Project Plan
Construction	4 - Install the Standard Solution	Deliver Technical Services Specification Document
	5 - Build Out Standard Solution	Complete Build of Configuration for Functional Test
	6 - Validate Configuration	Approve Final Configuration for Training and Go-Live
Transition	7 - Conduct End User Training	Complete Pre-Go-Live User Training
	8 - Conduct Go-Live	Go-Live
	9 - Complete and Implement Remaining Deliverables	Complete Development and Implementation of Remaining Deliverables
Closing	10 - Close the Project	Project Complete

E.2 Formal Notifications Summary

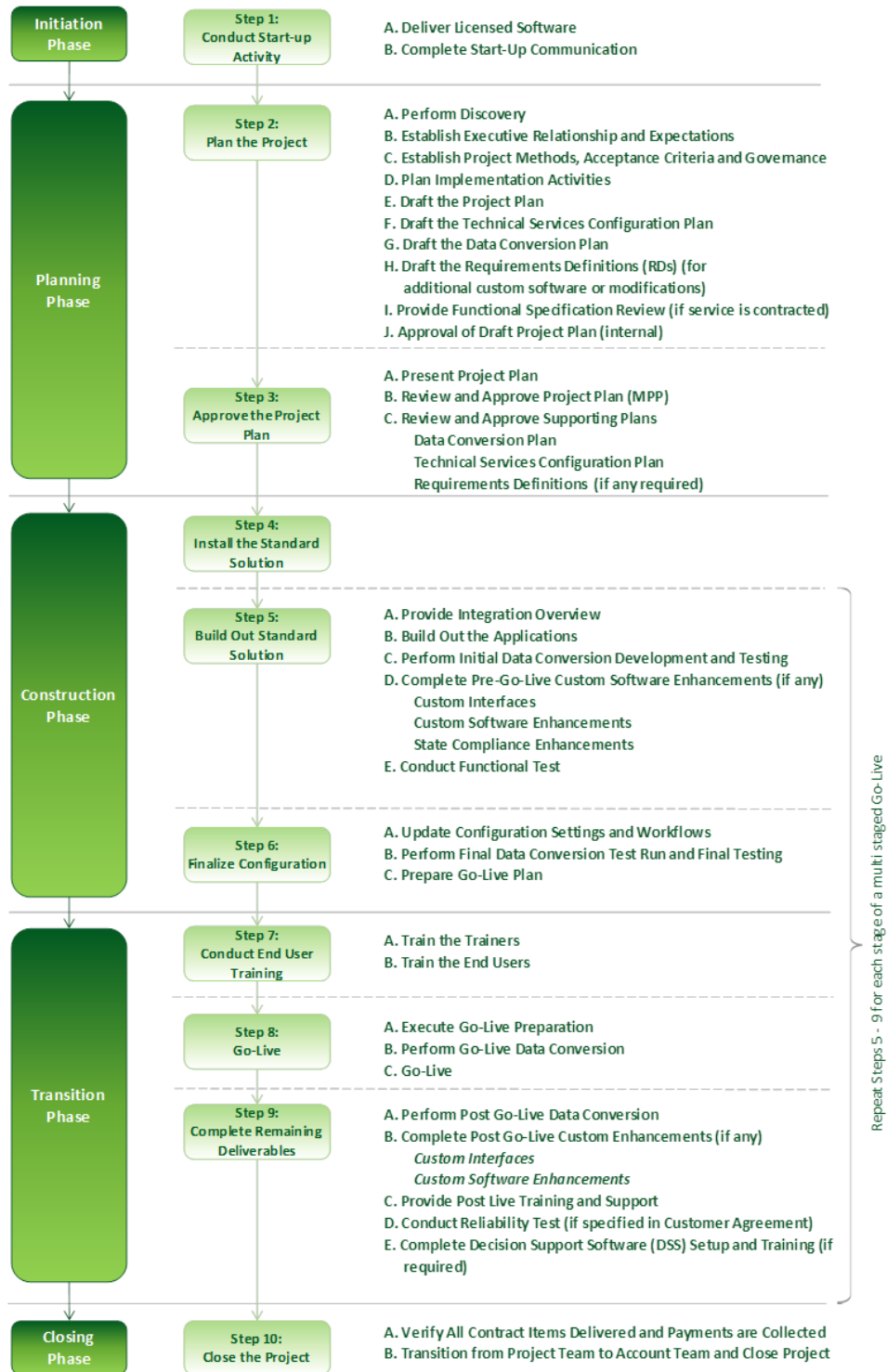
Certain communications are so important during the course of a project they cannot be left to verbal conversation or email messages alone. Formal notifications will be used to help manage expectations, ensure senior managers are informed, cause **City** and **New World** decisions to be made in a timely fashion, and help the Project Managers adhere to project timelines.

Here are the required formal notifications that the **New World** Project Manager will use in managing this implementation project.

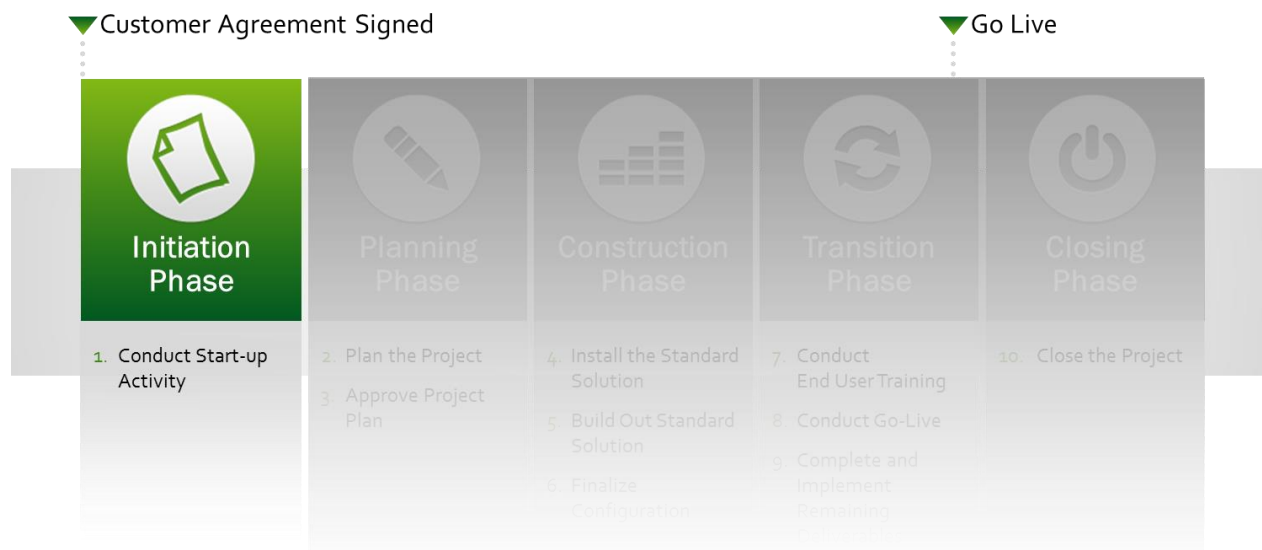
		Formal Communications
Phases	Steps	City Notifications
Initiation	1 - Conduct Start-up Activity	Notification that Milestone is Complete – Deliver Licensed Standard Software Notification of Start of Warranty Period
Planning	2 - Plan the Project	Notification that Milestone is Complete – Complete Executive Summary Project Plan
	3 - Approve the Project Plan	Notification that Milestone is Complete – Approve Project Plan (MPP)
Construction	4 - Install the Standard Solution	Notification that Milestone is Complete – Deliver Technical Services Specification Document Notification that Project Deliverable is Complete – Deliver 3 rd Party Hardware; Deliver 3 rd Party Software
	5 - Build Out Standard	Notification that Project Deliverable is Complete – Deliver Licensed Custom Software Enhancements – Deliver Licensed Custom Interfaces Notification that Milestone is Complete – Complete Build Out of Configuration for Functional Test
	6 - Validate Configuration	Notification of Data Conversion Pre-Go-Live Approval Notification that Milestone is Complete – Approve Final Configuration for Training and Go-Live
Transition	7 - Conduct End User Training	Notification that Milestone is Complete – Complete Pre-Go-Live User Training
	8 - Conduct Go-Live	Notification of Data Conversion Pre-Go-Live Approval Notification that Milestone is Complete – Go-Live
	9 - Complete and Implement Remaining Deliverables	Notification that Milestone is Complete – Complete Development and Implementation of Remaining Deliverables Notification that Project Deliverable is Complete – Deliver Remaining Licensed Standard Software – Deliver Remaining Licensed Custom Software Enhancements – Deliver Remaining Licensed Custom Interfaces
Closing	10 - Close the Project	Notification that Milestone is Complete – Close Project

E.3 Work Breakdown Structure (WBS)

Here is the Work Breakdown Structure for this implementation project.



E.4 Initiation Phase



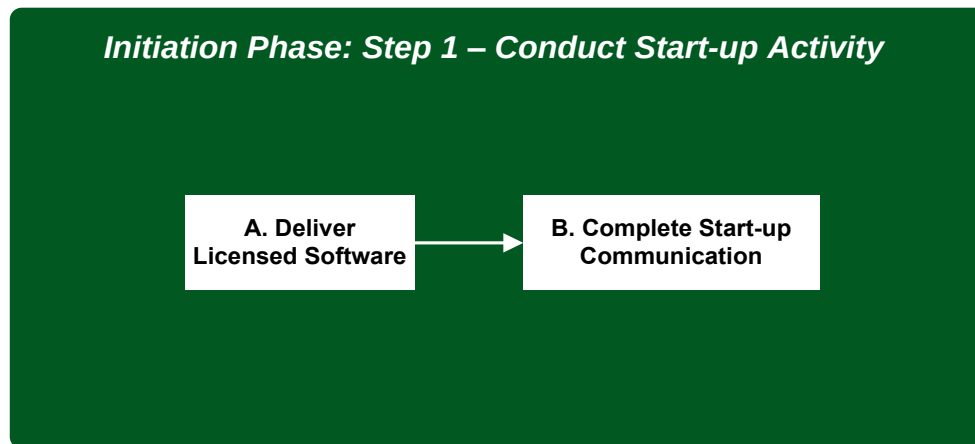
Purpose: Deliver standard licensed software, engage project management, establish initial communication channels and begin planning.

Description of Phase: The Initiation Phase initiates with the **Agreement** being signed by both parties. This phase consists of one step:

- Step 1: Conduct Start-up Activities

New World will deliver the standard licensed software. Also, the initial communication takes place between **New World** and the **City**, the Project Managers are assigned and the **New World** Sales representative initiates the formal transition of the project to the **New World** Operations team. The Operations team (when completely formed) includes Executive Sponsorship, Project Management and Professional Services Application Specialists.

E.4.1 Step 1: Conduct Start-up Activities



Step 1A - Deliver Licensed Software

Overview: When the **Agreement** is signed, **New World** will deliver to **City** the standard licensed software in the **Agreement**. This delivery excludes any custom software enhancements or custom interfaces (which will be delivered later in the project once completed).

Responsibilities	
New World	City
1. Deliver the standard licensed software electronically by posting the software to a Customer Portal for download. 2. If posted to a Customer Portal for download, New World will notify City the software is available and is considered “delivered.”	1. Download the standard licensed software from the Customer Portal.

Product and Service Deliverables	
Products	Services
1. Licensed Standard Software	None

Milestones
1. Execute Customer Agreement
2. Deliver Licensed Standard Software

Milestones
1. Notification of Delivery of Licensed Standard Software

Completion Criteria: This step shall be complete upon delivery of the standard licensed software.

Step 1B - Complete Start-Up Communication

Overview: The **New World** Project Manager will complete one or more conference calls with **City**. The objectives for this communication are:

1. Describe key teams/groups and identify their roles and responsibilities during the project.
2. Discuss expectations of **City** and **New World**.
 - a. Notify **City** their senior leadership will be required for executive project reviews and signing approval documents.
 - b. Discuss Project timeframes
3. Discuss Account Management Planning meeting agenda and objectives.
4. Review Account Management slide deck, adjust as necessary.
5. Set date for onsite Account Management Planning meeting and discuss site preparation.
6. Discuss keys to project success.
7. Request topology diagram of **City's** network.

Responsibilities	
New World	City
1. Schedule New World staff to participate in the start-up call(s). 2. Clearly define the objectives for each of the start-up call(s). 3. Request topology diagram of the City's network. 4. Request a copy of City's Organization Chart. 5. Review City Competency Matrix. 6. Complete Internal Contract Review	1. Schedule City resources to participate in the start-up call(s). 2. Participate in the call and discuss agenda items during the start-up call(s). 3. Provide the topology diagram of the City's network. 4. Provide a copy of the City's Organization Chart.

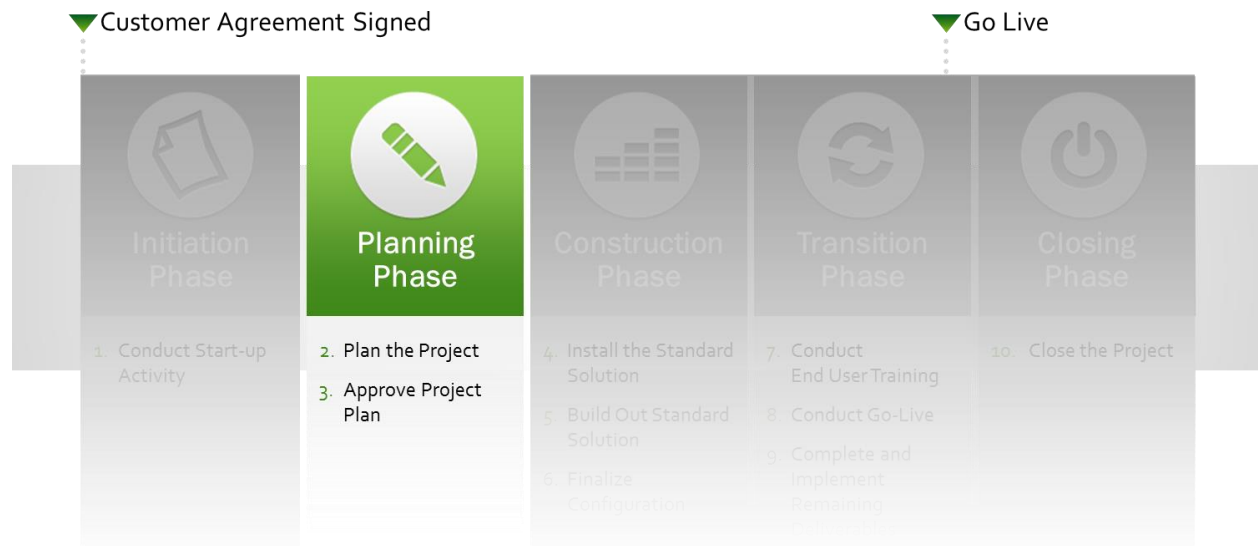
Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete at the conclusion of the Start-Up Conference Call(s).

E.5 Planning Phase



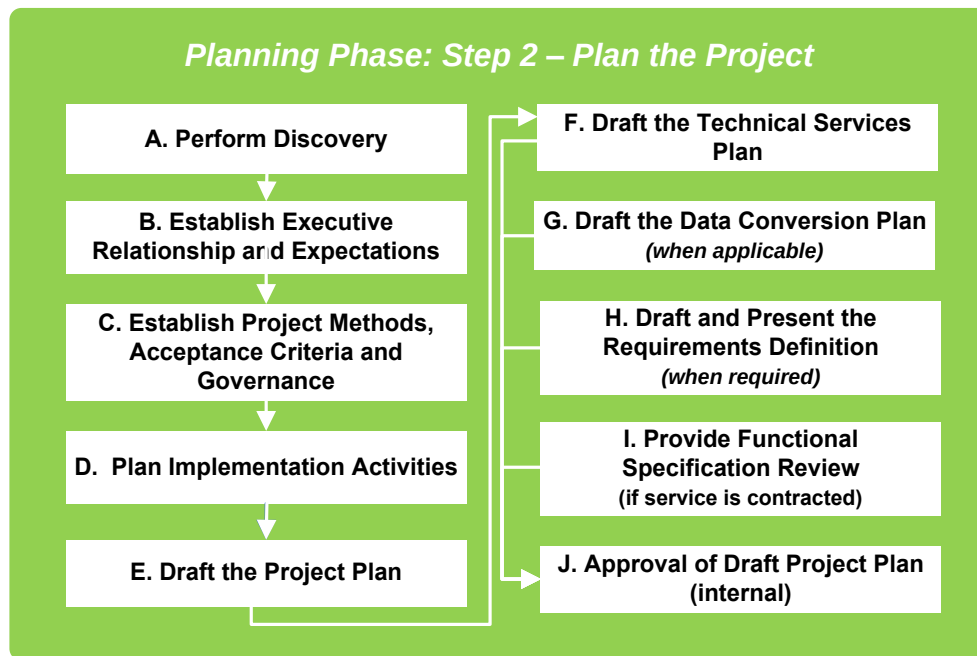
Purpose: Create and approve the Project Plan ().

Description of Phase: The Planning Phase consists of two steps:

- Step 2: Plan the Project
- Step 3: Approve the Project Plan

During this Phase, the **New World** and **City** Project Managers organize the project, establish project teams, confirm requirements, develop the Executive Summary Project Plan, develop the MPP, develop the Data Conversion Plan, establish acceptance criteria and obtain senior management approval for these plans.

E.5.1 Step 2: Plan the Project



Step 2A – Perform Discovery

Overview: **New World** and **City** Project Managers will review **City's** business practices, environment and workflow. Key events include:

1. In-depth review of **City** operations and policies to establish an understanding of **City's** environment.
2. Review of contracted Requirement Documents (RDs) as specified in the Agreement for Custom Software Enhancements and/or Custom Interfaces.

Key participants include:

1. **New World** Account Sales or Customer Care Account Manager
2. **New World** Project Manager
3. **New World** Application Specialists
4. **City** Project Manager
5. **City** SMEs

Responsibilities	
New World	City
1. Review City workflow requirements as described above. 2. Document workflows and requirements reviewed. 3. Review any and all documents detailing discovery activity completed during the sales process including: a. Discovery Document (Demonstration Team) b. Best Process Review (Demonstration Team) c. Turnover Document	1. Coordinate with City participants to be available as necessary including supervisors, SMEs and others to discuss all licensed applications, modules and functions.

Product and Service Deliverables	
Products	Services
Write up of Discovery Findings	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon review of **City**'s operations, workflows and policies.

Step 2B - Establish Executive Relationship and Expectations

Overview: The assigned **New World** Executive Sponsor will meet with **City** Senior Manager(s) to establish a business relationship between **New World** and **City** executives. During this meeting, these key topics will be reviewed:

1. Executive overview with Executive Management and identification of **City** Executive Sponsor(s).
2. Review of project scope (**Agreement**, project implementation methodology) with **City** Senior Management.
3. Discuss initial Project Schedule and resource management policy.
4. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **City** Senior Management/Executive Sponsor
6. **City** Project Manager

This meeting is commonly referred to as the Executive Sponsor Meeting.

Responsibilities	
New World	City
Executive Sponsor will meet with City senior managers to discuss topics listed above. Once complete, the Executive Sponsor (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Executive Sponsor responsibilities include: 1. Review summary of project 2. Establish framework for future senior manager meeting agendas and schedule, roles and responsibilities of New World and City senior managers 3. Discuss City initial senior input for Project Schedule	1. Schedule appropriate senior managers participate in the meeting. 2. Reach Agreement with New World on senior management status reporting, meeting agendas and schedules. 3. Accept responsibility for prescribed expectations of City senior management team.

Product and Service Deliverables	
Products	Services
Implementation Overview Presentation	None

Milestones
1. Complete Executive Summary Project Plan

Formal Notifications
1. Project Deliverable Completion Notification – Complete Executive Summary Project Plan

Completion Criteria: This step shall be complete upon completion of the initial Executive Summary meeting.

Step 2C - Establish Project Methods, Acceptance Criteria and Governance

Overview: The assigned **New World** Project Manager will coordinate a series of onsite meetings with key **City** staff associated with project planning, development and implementation. In this series of meetings, **New World** and **City** will establish project methods, acceptance criteria and governance.

Key topics include:

1. Review of project scope (**Agreement**, project implementation methodology) with **City** project management.
2. Discuss initial Project Schedule and resource management policy.
3. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. General Manager of Professional Services
2. New Account Sales or Customer Care Account Manager
3. **New World** Project Manager
4. **City** Project Manager
5. **City** project planning staff as appropriate

These meetings are commonly called the Account Management Planning meetings.

Responsibilities	
New World	City
Project Manager will meet with City staff to discuss topics listed above. Once complete, the Project Manager (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Project Manager responsibilities include: 1. Review project methodology 2. Establish framework for account management, roles and responsibilities of New World and City 3. Establish initial Project Management Workbook (PMW) with City: a. Roles and Responsibilities b. Communication Plan c. Risk Management Plan d. Initial issues/concerns 4. Discuss City initial input for Project Schedule Once compiled, documents will be provided to City for review.	1. Discuss with New World and help outline a document describing the project methods, acceptance criteria and governance topics. 2. Provide written list of any specific issues found by City with the project documentation prepared through this process. 3. Reach Agreement with New World on adjusting documents to reflect issues identified.

PLANNING PHASE – STEP 2C

Product and Service Deliverables	
Products	Services
Initial Project Management Workbook	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the final Project Management Workbook documents to **City**.

Step 2D – Plan Implementation Activities

Overview: The assigned New World Project Manager will coordinate a series of internal meetings with key New World staff associated with project planning, development and implementation. In this series of meetings, New World will refine project methods, scope and requirements for functional teams who will provide project deliverables.

Key topics include:

1. Review of project scope (City Agreement, project implementation methodology, Discovery Review)
2. Discuss initial Project Schedule and resource assignments

Key participants include:

1. New World Executive Management
2. New Account Sales or Customer Care Account Manager
3. New World Project Manager
4. New World Functional Team Managers

Responsibilities	
New World	City
Project Manager will meet with New World staff to review information documented during <i>Perform Discovery</i> and City meetings to <i>Establish Project Methods, Acceptance Criteria and Governance</i> activities. The New World Project Manager responsibilities include: 1. Provide functional managers with a refined scope of project, City's project expectations and project information. 2. Review any required or possible future changes to the contract. 3. Develop an overall implementation strategy to meet the City's needs by identifying: a. Schedule b. Resource assignment c. Work assignments d. Project workflow 4. Complete executive project requirements review 5. Complete second Internal Contract Review	None

PLANNING PHASE – STEP 2D

Product and Service Deliverables	
Products	Services
Draft Project Plan and Gantt Chart	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **City** of the draft Project Plan.

Step 2E - Draft the Project Plan

Overview: In parallel to *Establish Executive Relationship and Expectations*, the assigned **New World** and **City** Project Managers will review of **City's** business practices, environment and workflow to examine the fit into the **New World** software product. Following this assessment, **New World** and **City** will create the initial draft of the MPP. Key topics include:

1. High level review of **City** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.
2. Address go-live requirement for custom interfaces, custom software modules and/or data conversions.
3. Development of the initial draft of Project the Plan.

The initial draft of the Project Plan can be a full MPP or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of **New World** and **City** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **City** Senior Management/Executive Sponsor
6. **City** Project Manager
7. **City** SMEs

Responsibilities	
New World	City
1. Review City workflow requirements. 2. Document the workflows and requirements reviewed. 3. Distribute the documents to the appropriate members of project team. 4. Develop initial draft of MPP.	1. Identify any City schedule dependencies, constraints, conflicts and requirements inclusive of City holidays, end of year conflicts, and any peak workload periods. 2. Work with New World Project Manager on developing the initial draft of the MPP. 3. Provide written list of any specific issues found by City with the project documentation prepared through this process.

Product and Service Deliverables	
Products	Services
None	1. Draft the initial Project Management Workbook 2. Draft the Project Plan

Milestones
1. Draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to **City** of the draft Project Plan.

Step 2F - Draft the Technical (Hardware Systems Assurance) Services Configuration Plan

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, the Technical Services team will work with the Project Manager to coordinate and facilitate a set of conference calls with **City** to address the Technical Services activities required to deploy application servers and software at **City** location. The key objective of the conference calls is to ensure all parties understand what is required for each component the Technical Services team will deploy, infrastructure requirements for deployment and environmental factors that could affect deployment.

Responsibilities	
New World	City
1. Technical Service Lead facilitates conference call with City and New World technical resources to address the initial Technical Services planning and analysis. 2. Document City site technical information. 3. Develop a Technical Services Plan (incorporated within the MPP) detailing the tasks required to execute the Technical Services activities for deployment (Technical System Set-up, Mobile Messaging Installation and Field Reporting Deployment).	1. Identify any City schedule dependencies, constraints, conflicts and requirements. 2. Work with New World Project Manager on developing the initial draft of the Technical Services Plan.

Product and Service Deliverables	
Products	Services
None	1. Draft Technical Services Configuration Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed upon creation of the draft Technical Services Plan.

Step 2G - Draft the Data Conversion Plan

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, **New World** will provide conversion assistance to **City** to help convert the existing data files defined in the **Agreement**. If additional files are identified after the execution of the **Agreement**, estimates will be provided to **City** prior to **New World** beginning work on those newly identified files.

Based on the **Agreement**, **City** and **New World** will conduct the data conversion and migration. **New World** will analyze **City** source data, develop and deliver a Data Conversion/Migration Plan. This conversion effort includes data coming from one unique database or source, not multiple sources. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **City** prior to providing the data to **New World**.

A data conversion analysis and assessment to verify the scope of effort for the project will be conducted onsite at **City** location. **City** will be responsible for actual travel expenses for this trip.

The scope specification shall include identification of **City** files to be converted, the number of records to be converted and the number of data drops provided to **City**. The standard number of data drops is five (5) test and 1 (one) final production data drop.

Should **City** require a change in scope, a revised cost estimate for the data conversion may be provided at the conclusion of the assessment. **City** may elect to cancel or proceed with the conversion effort based on the revised estimate.

Responsibilities	
New World	City
1. Data Conversion Lead facilitates conference call with the City and New World participants to address the data conversion process and initial requirements. 2. Document City's preliminary conversion requirements. 3. Develop a Data Conversion Plan (incorporated within the MPP) detailing the tasks required to execute the data conversion activities. 4. Distribute and explain the Data File Conversion Implementation Guide.	1. City will provide data in standard conversion record layouts as required by New World with an accurate count of records contained in the files. 2. Appoint key contact regarding delivery and loading of conversion data. 3. As provided in the project plan for conversions, City will provide a dedicated resource in each application area to focus on conversion mapping and testing.

PLANNING PHASE – STEP 2G

Product and Service Deliverables	
Products	Services
Data Conversion Implementation Guide	1. Draft Data Conversion Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon creation of the draft Data Conversion Plan.

PLANNING PHASE – STEP 2H

Step 2H - Draft Requirements Definitions (RDs) (for additional custom software or modifications)

Overview: In parallel to *Establish Project Methods, Acceptance Criteria and Governance* and *Draft the Project Plan*, the **New World** Project Manager will coordinate a series of discussions with key **City** SMEs associated with requested scope changes/additions to the contracted Custom Software Enhancements and/or Custom Interfaces. Working with **City**, **New World** will develop the additional Requirements Definition (RDs) to support contract changes associated with the additional development activity.

Responsibilities	
New World	City
- The Project Manager will meet onsite or via conference calls with City staff and review requirements for additional Custom Software Enhancements and/or Custom Interface development. - Once the process of requirements definition gathering is complete, the Project Manager working with City will review the draft Requirements Definition documents and distribute them to the appropriate members of the Project Team for validation. - Submit approved Requirements Definitions to New World Sales Administration team to generate a contract addendum to add the additional RDs to the scope of the project.	- Meet with New World Project Manager and review requirements for additional Custom Software Enhancements and/or Custom Interfaces. - Review and validate the draft Requirements Definitions (RDs) as documented. - Provide written list of any specific issues found by City with the Requirements Definitions prepared through this process.

Product and Service Deliverables	
Products	Services
Draft Requirements Definition Documents (RD's)	1.

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the draft Requirements Definition Documents.

Step 2I - Provide Functional Specification Review

Overview: The **New World** Project Manager will meet onsite with City and review the functional specifications for the licensed software.

Responsibilities	
New World	City
1. The Project Manager and an appropriate number of New World Application Specialists, working with City, will review the functional specifications for the licensed software (typically functional specifications are attached in the Agreement from the New World Response to City RFP) if review services are purchased. 2. Approve validation of the functional specifications on behalf of New World. (if applicable)	1. City working with New World Project Manager and SMEs will review the functional specifications for the licensed software (typically attached in the Agreement from the New World Response to City RFP) if review services are purchased. 2. Approve validation of the functional specifications on behalf of City. (if applicable)

Product and Service Deliverables	
Products	Services
None	1. Provide Functional Specification Review

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the onsite review meeting(s) of the functional specifications.

Step 2J – Approval of Draft Project Plan (internal)

Overview: The last activity in the Plan the Project step of the implementation is internal New World management approval of the draft project plan for presentation to the City. Management approval is an acknowledgement of project plan variance, acceptance of the planned deployment strategy for the project and an endorsement of the proposed schedule of events for execution of the plan.

One major goal of the approval process is to acknowledge project variances during the project planning process and document a plan to address these variances before any detailed project plan is presented to the City.

By obtaining management approval to present a draft project plan to the City, New World provides project managers with acknowledgment of plan variance and the corporation's commitment to executing the approved draft project plan.

Key participants include:

1. Senior/Executive Sponsor
2. Director of Professional Services
3. New World Project Manager

Responsibilities	
New World	City
1. Review Project Plan with New World management to confirm the selected project deployment strategy is in-line with stakeholder's understanding of City's needs and requirements. 2. Identify and address variances between project plan and City's contract requirements. 3. Obtain New World management approval to present project plan to City.	None

Product and Service Deliverables	
Products	Services
None	None

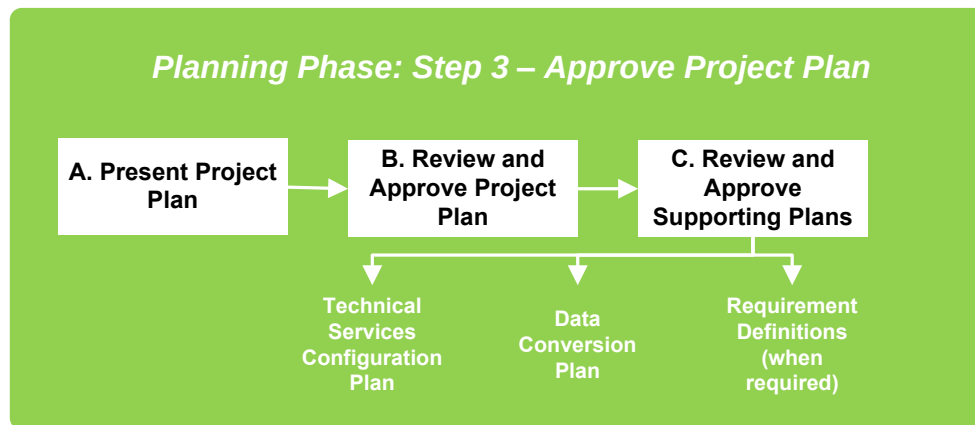
Milestones
None

PLANNING PHASE – STEP 2J

Formal Notifications
None

Completion Criteria: This step shall be complete upon New World management team's approval of the draft project plan and a meeting date for presentation of the plan has been scheduled.

E.5.2 Step 3: Approve the Project Plan



Step 3A – Present Project Plan

Overview: The initial draft of the Project Plan can be either the MPP or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of New World and City resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. General Manager of Professional Services
3. New Account Sales or Customer Care Account Manager
4. New World Project Manager
5. City Senior Management/Executive Sponsor
6. City Project Manager

Responsibilities	
New World	City
1. Review draft MPP with City. 2. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, GIS Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in the City's live environment. 3. Distribute the documents to the appropriate members of project team.	1. Review draft MPP with New World. 2. Provide written list of any specific issues found by City with the project documentation prepared through this process.

Product and Service Deliverables	
Products	Services
Project Plan	1. Present draft Project Plan

Milestones
1. Present draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon the presentation of the finalized draft Project Plan to City.

Step 3B – Review and Approve the Project Plan

Overview: The objective of this step is to approve the MPP based upon the planning completed in reviewing **City** work processes discovered during Step 2B above. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

The approved project plan can be the MPP or it can be the Project Schedule from the PMW as drafted during the *Draft Project Plan* step of the Project Implementation Methodology. At the time of approval, the plan is based on the future availability of resources, the successful completion of project tasks over time and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the plan as the project is completed.

Responsibilities	
New World	City
1. Ensure there is a clear alignment of the MPP and the Supporting Plans (Systems Assurance Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in City's live environment. 2. Review resources confirmed in the project schedule. Ensure New World resources can be locked into the schedule with sufficient notification of assignment prior to deployment of service deliveries. 3. Review the draft MPP with City staff. 4. Approve the MPP on behalf of New World. 5. Upon mutual approval of the MPP, establish the document as the baseline for the project. If there are no deficiencies communicated, the Plan shall be finalized after review and acceptance of New World and the City.	1. Review the draft MPP. 2. Document any specific deficiencies found with the Plan and provide to New World within fifteen (15) business days of receipt. 3. Approve the MPP on behalf of City, by either: a. Signing off on the draft MPP by City Project Manager and Executive Manager.

Product and Service Deliverables	
Products	Services
None	2. Finalize the MPP

Milestones
1. Approve Project Plan

Formal Notifications

1. Project Deliverable Completion Notification – Approve Project Plan

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step (Step 5) of the Project Implementation Methodology.

Completion Criteria: This step shall be complete upon **City's** acceptance of the plan.

Step 3C – Review and Approve Supporting Plans

Overview: The objective of this task is to approve the Supporting Plans: Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions.

Responsibilities	
New World	City
1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions (for additional custom software or modifications) to the implementation of the standard application solution in the City's live environment. 2. Review the draft supporting plans with City staff. 3. Approve the Supporting Plans on behalf of New World.	1. Review the draft supporting plans. 2. Document any specific deficiencies found with the Supporting Plans and provide to New World within fifteen (15) business days of receipt. 3. Approve the Supporting Plans on behalf of City, by either: a. Signing off on the Supporting Plans by City Project Manager and Executive Manager.

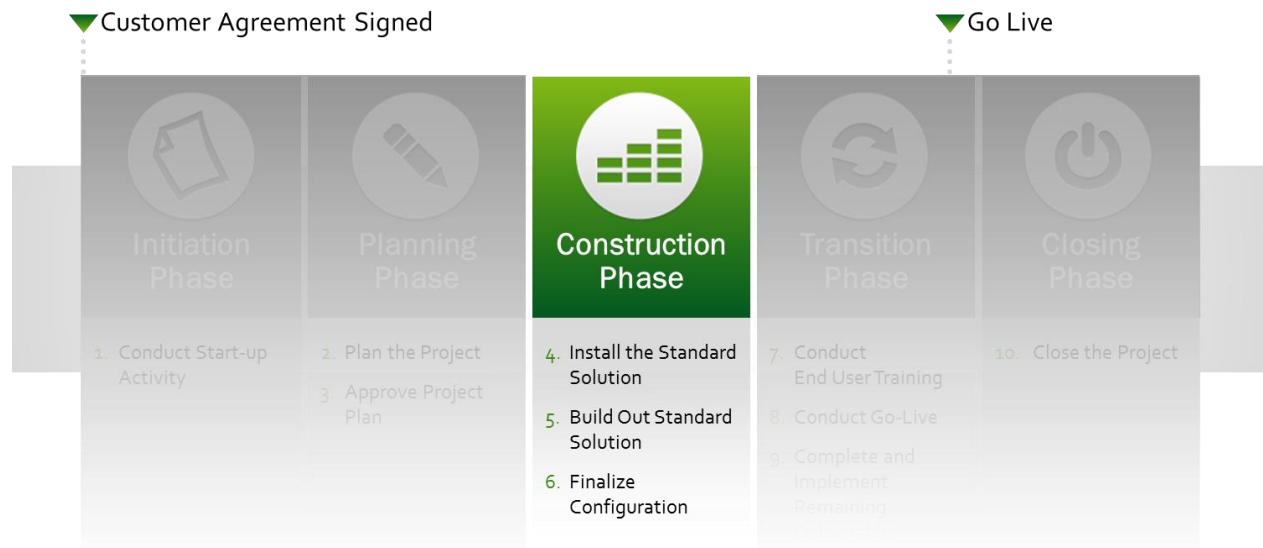
Product and Service Deliverables	
Products	Services
None	1. Finalize the Data Conversion Plan 2. Finalize the Technical Services Configuration Plan 3. Finalize Requirements Definition Documents (RDs)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon **City's** acceptance of the last of the Supporting Plan delivered.

E.6 Construction Phase



Purpose: Execute the Project Plan to install, setup, build, review, finalize configuration and verify system readiness for training and go-live.

Description of Phase: The Construction Phase consists of three steps.

- Step 4 – Install the Standard Solution
- Step 5 – Build Our Standard Solution
- Step 6 – Validate Configuration

During this Phase, the **New World** and **City** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this Phase is to execute the Project Plan. **City** and **New World** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **New World** application. Success requires commitment from **New World** and **City** to include necessary leadership and governance by both parties over their respective teams.

The methodology diagram indicates each step of the Construction Phase follows the previous step, but occasionally steps may occur concurrently.

Steps 5 and 6 of the Construction Phase are repeated for each Application if the project contains multiple go-live events.

E.6.1 Step 4: Install the Standard Solution

Construction Phase: Step 4 – Install the Standard Solution

Install the Standard Solution

Step 4 – Install the Standard Solution

Overview: During this step, **New World** validates and finalizes **City's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Technical Services Setup Plan.

New World will install the licensed standard software (including standard interfaces) and standard database on City supplied servers and configure the system to meet application specifications.

These services do not include hardware and/or third party product costs which shall be **City's** responsibility, unless otherwise stated in the **Agreement**. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If onsite installation is required, **City** will be responsible for the actual travel expenses and time.

Responsibilities	
New World	City
Configure the system as required and provide knowledge transfer to City System Administrator: 1. Verify with City personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by City. 2. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, New World will make recommendations for necessary site modifications to meet minimum operating requirements for the application. 3. Review with City the minimum requirements for workstations as identified in Agreement, as applicable to the application. 4. Train City to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. 5. Review ongoing City management expectations of how system will be managed by City. 6. Identify role of New World vs. City post system setup. 7. Provide City with a Technical System Setup document that includes the following: a. Identification of any special space requirements b. Functional system diagram, showing a high level view of the New World standard software subsystems and their associated hardware	1. Provide City technology staff to assist New World with executing the Technical System Setup Plan. 2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements. 3. Review and approve the final hardware and operating system configuration with the New World project team. 4. Review New World's recommendations regarding any existing communications networks and workstations and make any modifications identified by New World to ensure compatibility with the equipment and system to be installed. 5. Ensure hardware is ordered, delivered and installed prior to scheduling New World's Technical Services visit onsite. 6. Provide information technology support staff onsite and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation. 7. Provide approval indicating completion of system set-up and administration training.

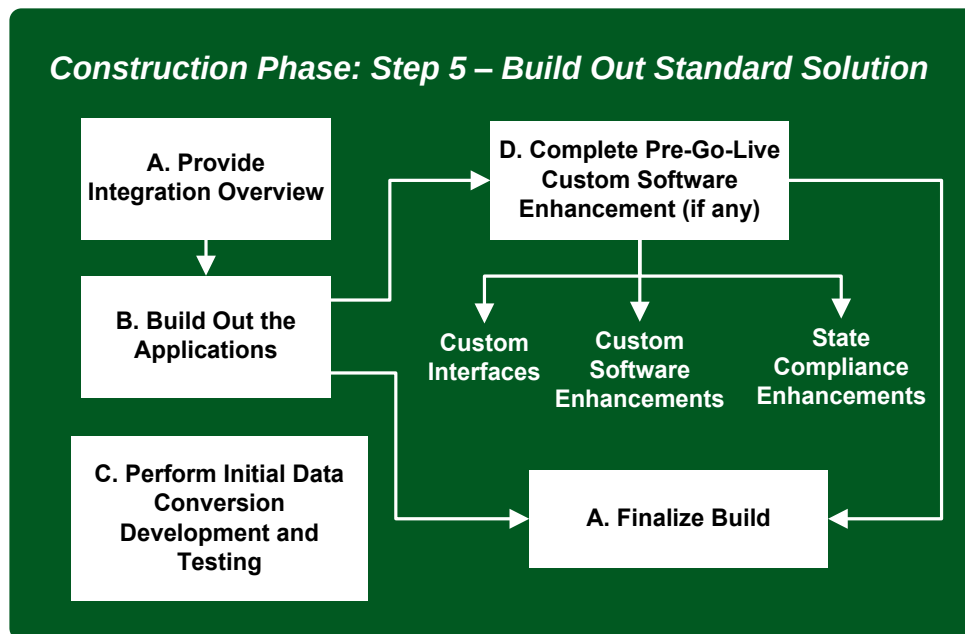
Product and Service Deliverables	
Products	Services
1. Third Party Hardware Third Party Software	1. Prepare Initial Databases 2. Setup City Environment(s) 3. Install Standard .NET Applications on City Servers (including standard interfaces) 4. Install Initial Data Bases 5. Train City Staff on Server Administration & Maintenance

Milestones
1. Deliver Technical Services Specification Document

Formal Notifications
1. Project Deliverable Completion Notification – Deliver Technical Services Specification Document 2. Project Deliverable Completion Notification – Deliver Third Party Hardware; Deliver Third Party Software

Completion Criteria: This step shall be complete upon the delivery of the Technical Services Specification Document.

E.6.2 Step 5: Build Out the Standard Solution



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 5A – Provide Integration Overview

Overview: **New World** and **City** Build Teams will meet for one or two days to review the Logos application in its entirety to generate a solid understanding of how each of application component functions, how components are integrated and how data is managed throughout the system.

The *Provide Integration Overview* focuses on developing an end-to-end perspective across all applications for the **City's** Build Team on how data management and construction decisions in one area of the software can impact other areas.

Key participants include:

1. **New World** Project Manager
2. **New World** Application Specialist
3. **City** Project Manager
4. **City** Build Team Members
5. **City** SMEs

Responsibilities	
New World	City
- To provide appropriate Application Specialists onsite to assist with integration overview. - To guide City through the application integration and operational specifications of the licensed components.	- Coordinate with City participants to be available as necessary. - Provide and schedule necessary facilities for session. - Assign, schedule and ensure attendance and participation of appropriate staff for session.

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step (Step 5) of the Project Implementation Methodology.

Completion Criteria: This step shall be complete upon delivery of the integration overview.

Step 5B- Build Out the Applications

Overview: The *Build Out of the Applications* includes reviewing the available functionality of each application and module and assisting/training **City** SMEs to:

1. Define **City** workflows
2. Build out validation sets
3. Make application configuration settings
4. Set up standard forms as required for each application and module purchased

To define **City** workflows, a hands-on Build Review of each application is completed in a class room with computer workstations with access to the application software. Build Reviews are facilitated by **New World** Application Specialists for each application area. **City** operations staff expert(s) on the application area attend the reviews to learn how to set up, configure, and maintain the software.

The Build Reviews are conducted by walking through each function within each application from the user/administrator point-of-view and examining every project construction element as it relates to a particular process. During the review, **City** staff makes decisions regarding the configuration elements and they set up the system accordingly on-the-spot where possible. In addition, homework is assigned to **City** staff to complete additional tasks outside of the Build Review sessions regarding definition of workflows and/or set up of the system configuration. The homework results are reviewed in subsequent review sessions with the full group.

The goal is at the conclusion of each application's Build Review; the application is properly configured with all related system variables fully defined and set-up.

The Build Reviews include:

1. Reviewing the various **City** work processes and the functional relationship to the software.
2. Review of any applicable Requirements Definition documentation for Custom Enhancements and/or Interfaces regarding impacts on **City** workflows.
3. Identification and documentation of any desired configuration modifications to the standard software solution (not previously contracted).
4. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
5. Identification of any Municipality-specific reports (management reports, public inquiries, etc.).

Responsibilities	
New World	City
1. Provide access to up-to-date user manuals for workshop participants. 2. New World's Project Manager and Application Specialist(s) will act as facilitators to lead the walk through of the New World standard software solution with City staff and train City Staff on how to configure and set up each Application. 3. The New World Project Manager will assist City Project Manager to prepare the City team for the Build Reviews 4. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 5. The New World Application Specialist will present the configured applications facilitate an interactive exchange with City and to review the configured applications with City. 6. A New World Executive Manager may participate in the Build Reviews, as well as in a project review meeting with City's senior staff. 7. The New World Project Manager will work with City Project Manager to finalize the content of the User Training Plans as part of the Build Reviews.	1. City Project Manager is responsible for preparing City team for the Build Reviews, ensuring all necessary City team members attend the reviews, configure the system and complete homework assignments. 2. City is responsible to make decisions regarding configuration and set up and to apply those decisions to the configuration and set up of the application software. 3. Once initial Build Out is complete for each application area, City team leaders and SMEs will walk the review group through City workflow and policy set up in the configured New World applications. 4. During the walk through, City will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 5. City is responsible for ensuring the implementation of any workflow changes prior to rollout and training to its end-user community. 6. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement. 7. City Project Manager will work with New World Project Manager to finalize the content of the User Training Plans as part of the Build Reviews. 8. Presentation of the final configuration and set up to City staff: "Here's how the system has been constructed."

Product and Service Deliverables	
Products	Services
None	1. Train and Assist City to Build Out Each Application Purchased (Configuration and Setup) 2. Train City Staff on Application System Administration

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon the conclusion of the build out activity.

Step 5C - Perform Initial Data Conversion Development and Testing

Overview: In parallel *Build Out of the Applications*, **New World** and **City** will perform the initial data conversion development, mapping and testing to convert the existing data files defined in the **Agreement**. If additional files are identified after execution of the **Agreement**, estimates will be provided to the City prior to **New World** beginning work on those newly identified files.

Based on the Data Conversion Plan, **City** and **New World** will conduct the initial data conversion tasks. Note, no data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by **City** prior to providing the data to **New World**.

Responsibilities	
New World	City
1. Program the data conversion tools per the Data Conversion Plan. 2. Test the data conversion tools to validate they correctly follow the mappings. 3. Provide converted test data files to City for testing. 4. Assist the City in analyzing the source data extracted as requested. 5. Enter the City's issues into New World's issue tracking database and notifies the programmer. 6. Resolve issues prior to the next scheduled delivery of the conversion.	1. Cleanse the data to be converted as required prior to providing to New World. 2. Map the data fields for the files to be converted so they align to the New World data base fields. 3. Provide New World with the data files to be converted by extracting live data from the legacy system and submitting to New World. 4. Assist New World in analyzing the source data extracted as requested. 5. Correct any data issues in the source identified by New World when necessary. 6. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 7. Identify any concerns within fifteen (15) business days of each data conversion iteration.

Product and Service Deliverables	
Products	Services
None	1. Provide initial data conversion development, mapping, testing

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed at the conclusion of the first delivery of test data conversion files. *(There are five (5) test and one (1) final production data conversion “drops” in the Agreement.*

Step 5D - Complete Pre-Go-Live Custom Software Enhancements (if any)

Overview: During this step, working with **City**, **New World** will complete development and installation of any Custom Software Enhancements, Custom Interfaces and/or State Compliance Enhancements in **City** environment required for go-live. The results of this step are a completed system ready for go-live.

Responsibilities	
New World	City
1. Complete development tasks for Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 2. Working with City, implement the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements as required for go-live.	1. Provide liaison to participating City agency staff and third party vendors as required supporting installation and test of interfaces to third party systems. 2. Test the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. 3. Notify New World within 15 business days of installation of Custom Software of any issues discovered during test.

Product and Service Deliverables	
Products	Services
1. Licensed Custom Software (Pre-Go-Live) - Custom Interfaces - Custom Software Enhancements	1. Install any remaining go-live Contract Deliverables (Custom Interfaces, Custom Enhancements)

Milestones
None

Formal Notifications
1. Project Deliverable Completion Notification – Deliver Licensed Custom Software Enhancements and Licensed Custom Interfaces

Completion Criteria: This step shall be complete upon the expiration of the fifteen (15) day testing period or **City's** acceptance of the interfaces, whichever occurs first.

Step 5E – Finalize Build

Overview: The *Finalize Build* includes a review of overall application functionality, the integration of the system to additional modules, interface operations and data capture processes. During Finalize Build, City staff confirms decisions previously made regarding the configuration elements they set up during the build process.

Responsibilities	
New World	City
1. New World's Project Manager and Application Specialist(s) will act as facilitators during the Finalize Build process. 2. The New World Project Manager will assist the City Project Manager to prepare the City team for the Finalize Build activity. 3. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 4. The New World Application Specialist will present the configured applications and facilitate an interactive exchange with the City and to review the configured applications with the City.	1. Once initial Build Out is complete for each application area, City team leaders and SMEs will walk the review group through the City workflow and policy set up in the configured New World applications. 2. During the walk through, City will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 3. City is responsible for ensuring the implementation of any workflow changes prior to executing the parallel test and functional test.

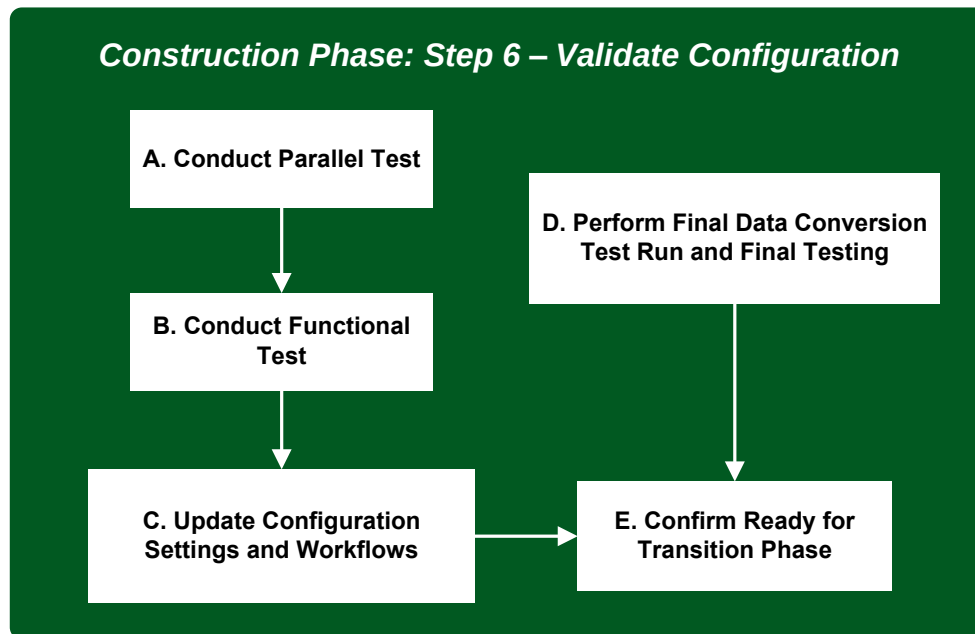
Product and Service Deliverables	
Products	Services
None	1. Assist City to Finalize the Build of Each Application Licensed (Configuration and Setup)

Milestones
1. Complete Build Out of the Configuration for Functional Test

Formal Notifications
1. Project Deliverable Completion Notification -Complete Build Out of the Configuration for Functional Test

Completion Criteria: This step shall be complete upon notification from **New World** the standard solution build is ready for functional test.

E.6.3 Step 6: Validate Configuration



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 6A – Conduct Parallel Test

Overview: The parallel test, as defined in the project plan, is the process used to validate the overall function of the **New World** software using **City's** production data. During the test, the City will utilize their current production system and the **New World** test environment simultaneously for data entry and production activities. The results between the two systems will be compared to confirm that both systems operate as expected and the results of the data import and management processes are equal. The parallel test uses production data to insure **New World** software will be able to function with the data available and the input processes used to populate the data in the **New World** software.

Responsibilities	
New World	City
1. New World's Application Specialist(s) will act as facilitators during the parallel test and will assist City to: a. Review the process used for data capture to emulate this process on both systems b. Review all calculations and required data management processes on both systems c. Generate required reports from both systems and review reports for accuracy and data discrepancies d. Review journal entries on both systems and confirm data accuracy e. Review any other printed documents generated from both systems and confirm data accuracy 2. The New World Project Manager will assist the City Project Manager to prepare for the Parallel Test by confirming the following (As applicable): a. The previous data set as required for the test is available in the New World system b. The required City SMEs have the appropriate availability to participate in the parallel test c. The appropriate work location with client availability to work with the New World software and the production system	1. The City Project Manager is responsible for preparing the City team for the parallel test, ensuring all necessary City team members attend the events, participate in the process and complete assignments associated with the successful conclusion of the parallel test. 2. The City must provide access to current production system for data comparison activity required by the parallel test. 3. City is responsible for identifying data discrepancies and making decisions required to resolve the discrepancies. 4. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement.

Product and Service Deliverables	
Products	Services
None	1. Conduct Parallel Test with City

Milestones
None

Formal Notifications
None

Completion Criteria: The parallel test shall be completed upon validation that input, process and output between the **New World** software and the **City's** current system are accurate with all discrepancies resolved.

Step 6B – Conduct Functional Test

Overview: The functional test is a determination if the software solution is ready for user training and go-live. It can be performed by City, or if functional test services are contracted from **New World**, the functional test can be performed jointly by **New World** and City. The functional test is intended to validate the licensed software satisfies the functional specifications included in the **Agreement** and/or RFP response from **New World**. If no functional specifications were provided in the **Agreement** or RFP response, then the functional test is simply a final review of readiness to begin User Training.

Responsibilities	
New World	City
- If City has purchased Functional Test Services, then: - To provide appropriate Application Specialists onsite to assist with functional test - To guide City through the functional specifications one at a time, and demonstrate/verify the specification is satisfied by the software - To assist City to record the results of each functional test - To assist City to tally the test results - To confirm pass/fail of the functional test per the test criteria. New World shall: - Provide City the Functional Test Checklist. - Review the City's test plan(s) to ensure alignment with the Functional Test Checklist and project scope.	- If City has purchased Functional Test Service, then: - To walk through functional specifications one at a time to witness, observe and verify the specification is satisfied by the software - To assist New World to record the results of each functional test - To assist New World to tally the test results - If City has not purchased Functional Test Services, then City shall: - Verify the software meets the specifications defined in the Functional Test Checklist for licensed software - Document concerns identified during the review of the Functional Test Checklist using the standard notification process provided by New World - Lead the development of the test plan(s) (test approach, test scenarios, test scripts, test schedule, and requirements traceability) that will be used in the Functional Test.

Product and Service Deliverables	
Products	Services
None	1. Conduct Functional Test with City.

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the functional test results to City.

Step 6C – Update Configuration Settings and Workflows

Overview: During this step, **City** updates the Workflows, Validation Sets, Configuration Settings and Standard Forms based on the results of the functional test.

Responsibilities	
New World	City
1. Review results of functional test with City. 2. Provide guidance to City to changes to the software based on the results of the functional test.	1. Apply configuration or other changes as determined by the functional test results.

Product and Service Deliverables	
Products	Services
None	1. Assist City to Conduct Final System Configuration Review 2. Assist City to Make Final Workflow, Configuration and Setup Adjustments

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon commencement of User Training.

Step 6D – Perform Final Data Conversion Test Run and Acceptance Testing (per Exhibit H in the Agreement)

Overview: In parallel to *Update Configuration Settings and Workflows*, **New World** and **City** will perform the final data conversion test run and testing of the converted data files defined in the **Agreement**.

Responsibilities	
New World	City
1. Provide final converted test data files to City for testing. 2. Coordinate New World resources to support City's Acceptance Testing.	1. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 2. Coordinate and conduct Acceptance Testing. 3. Identify any concerns within fifteen (15) business days of receiving the data conversion test files.

Product and Service Deliverables	
Products	Services
None	1. Provide final data conversion for testing

Milestones
None

Formal Notifications
1. Notification of Data Conversion Pre-Go-Live Approval

Completion Criteria: This step shall be complete when **City** provides Data Conversion Pre-Go-Live Approval to **New World** or within fifteen (15) business days of receiving the final data conversion test files, whichever comes first.

Step 6E – Confirm Ready for Transition Phase

Overview: Review the overall project status to ensure all requirements for the go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Responsibilities	
New World	City
New World Project Manager will review the Project Management Workbook with the City to ensure all applicable issues and action items were addressed. New World will assist City to prepare the go-live Checklist. - Develop Conversion Cutover Plan (as part of the Go-Live Plan). - Final verification New World resources are scheduled to conduct City go-live activities. - Review Training Plans with City.	- Working with New World, review the Project Management Workbook to ensure all applicable issues and action items have been addressed to move forward with training and transition to the live environment. - Ensure its team is fully committed to the go-live event and the proper governance and leadership is in place to guide the City through a successful go-live event. - Assist New World to prepare the Go-Live Checklist. - Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events. - Ensure requirements for training sessions have been met and attendees have been notified of their required participation. - Working with New World, review the Training Plans to ensure training will meet the needs of the user base.

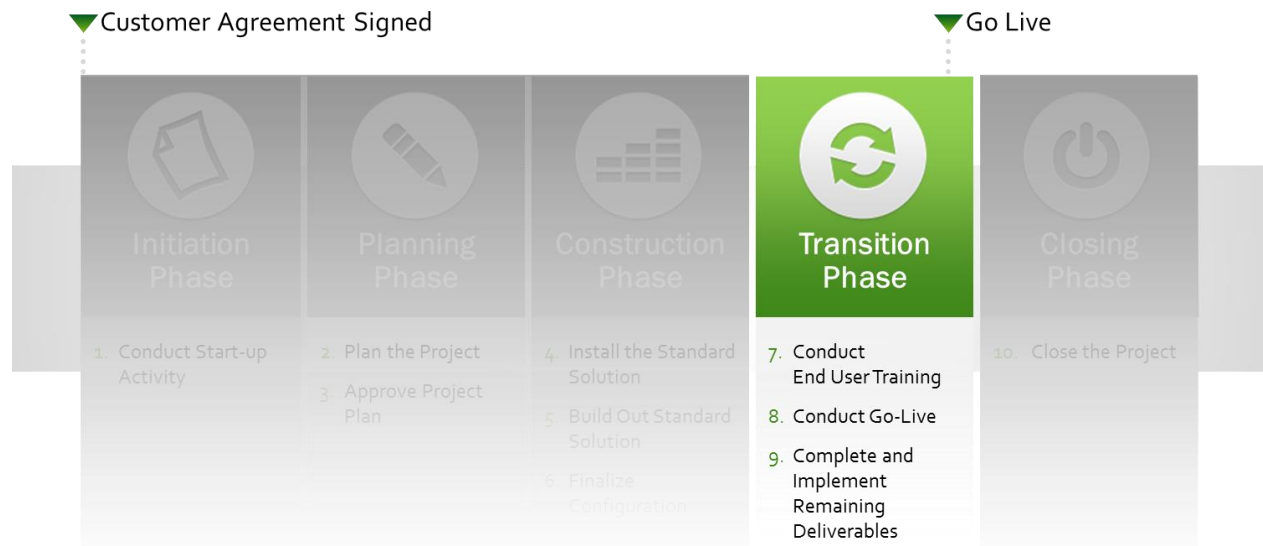
Product and Service Deliverables	
Products	Services
None	- Confirm Go-Live Plan - Confirm Training Plans

Milestones
Approve Final Configuration for Training and Go-Live

Formal Notifications
Project Deliverable Completion Notification - Approve Final Configuration for Training and Go-Live

Completion Criteria: This step shall be complete upon delivery to **City** of completed Pre-Go-Live Readiness Checklist.

E.7 Transition Phase



Purpose: Train users, perform data conversion, execute go-live, complete post-go-live activities, finalize City application customizations and optimize implementation (if appropriate).

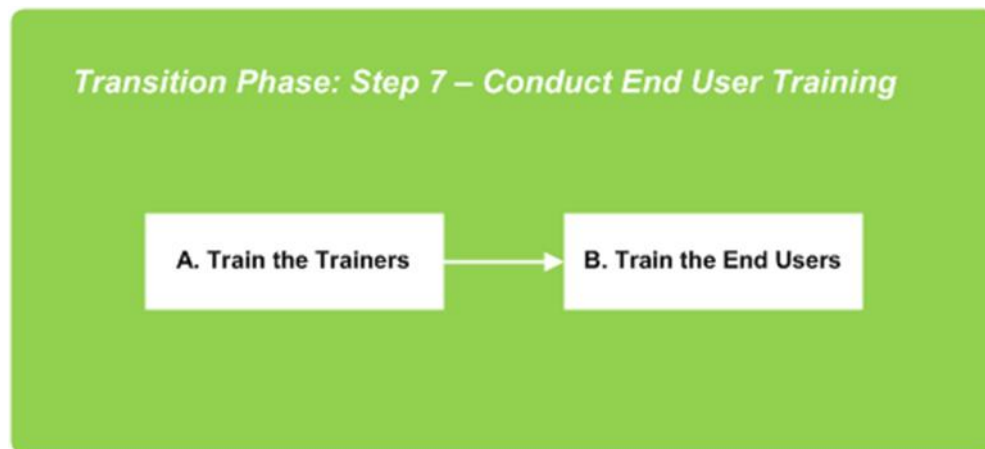
Description of Phase: The Transition Phase consists of three steps.

- Step 7 - Conduct End User Training
- Step 8 - Conduct Go-Live
- Step 9 - Complete and Implement Remaining Contract Deliverables

During this Phase, **New World** and **City** project teams train users, cut over from legacy systems and complete post go-live requirements.

The Transition Phase is repeated for each Application if the project contains multiple go-live events.

E.7.1 Step 7: Conduct End User Training



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

7A – Train the Trainers

Overview: New World’s Application Specialist(s) provide user training to City staff.

Responsibilities	
New World	City
1. The New World Project Manager will assist City Project Manager to prepare the City team for Train-the Trainer Training. 2. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course. 3. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with City staff to: a. Understand the functional use of the application b. Establish that attendees have the knowledge to successfully train others c. Develop training techniques and lesson plans to successfully train end users d. Resolve common training problems to minimize disruption and delays during the end user training process 4. Monitor training course attendance and ensure all appropriate users receive training. 5. Identify in writing any issues regarding training delivery. 6. Provide a recap of the training activities related to each application.	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach is used, select City trainers and receive the Train-the-Trainer training from New World. 5. If a Train-the-Trainer approach is used, City must provide end user training. 6. Monitor training course attendance and ensure all appropriate users receive training. 7. Identify in writing any issues regarding training delivery.

Product and Service Deliverables	
Products	Services
None	1. Provide Training for City Trainers 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of the training session(s).

Step 7B – Train the End Users (if applicable)

Overview: New World's Application Specialist(s) provide user training to City staff.

Responsibilities	
New World	City
1. None, unless City has purchased End User Training Services from New World. 2. If City has purchased End User Training Service, then: a. The New World Project Manager will assist City Project Manager to prepare the City team for the End User Training b. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course c. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with City staff to understand the functional use of the application d. Monitor training course attendance and ensure all appropriate users receive training. e. Identify in writing any issues regarding training delivery f. Provide a recap of the training activities related to each application	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach has been selected and City is providing End User Training, City must do the following: a. Train all users. b. Monitor training course attendance and ensure all appropriate users receive training. c. Identify in writing any issues regarding training delivery. d. Provide New World with a recap of the training activities related to each application

Product and Service Deliverables	
Products	Services
None	1. Provide Training for City End Users (if purchased) 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications

1. Project Deliverable Completion Notification – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of all **New World** delivered End User Training session(s).

E.7.2 Step 8: Conduct Go-Live



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 8A - Execute Go-Live Preparation

Overview: During and immediately after User Training, **New World** and **City** work together to prepare for go-live as documented in the PMW.

Responsibilities	
New World	City
1. Working with City, execute the Pre-Go-Live Checklist. 2. In preparation for go-live, New World will assist City to verify the operational readiness of the production environment. This activity may be managed by the Project Manager. The key areas to be reviewed (when applicable) and the New World team members that will assist in the review are: a. Infrastructure and related operational environment (Technical Services) b. Application configuration, compliance adherence and custom software modifications (Application Specialists) c. Standard and custom interfaces (Interface team/Application Specialists) d. Data conversion (Data Conversion team) 3. New World assists City in preparing production server for go-live: a. Set counters b. Other maintenance tasks 4. Provide final updates, when applicable, to the following: a. Standard software b. Custom software c. Hardware d. Interfaces e. State reporting f. Data conversion 5. In preparation for go-live New World will coordinate an internal Pre-Live Leadership Meeting with resources assign to provide go-live services for City.	1. Verify the operational readiness of the production environment (New World will assist). 2. Prepare production server for go-live (New World will assist): a. Set counters b. Other maintenance tasks 3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.

Product and Service Deliverables	
Products	Services
None	1. Assist City to Execute Go-Live Preparations

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete on the day **City** cuts over to live production use of the software

Step 8B - Perform Go-Live Data Conversion

Overview: In parallel to *Execute Go-Live Preparation*, **New World** and **City** will perform the go-live data conversion.

Responsibilities	
New World	City
1. Execute the go-live data conversion per the Data Conversion Plan. (Typically this process involves moving tested data conversion from Test Environment into Production Environment.)	1. Assist New World as requested in executing the go-live data conversion plan. 2. When provided with the go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) business days of New World applying the go-live data conversion files to the Production environment.

Product and Service Deliverables	
Products	Services
None	1. Execute Data Conversion

Milestones
None

Formal Notifications
1. Notification of Data Conversion Go-Live Approval

Completion Criteria: This step shall be complete when **City** provides Data Conversion Pre-Go-Live Approval to **New World** or within fifteen (15) business days of applying the go-live data conversion files to **City** Production environment, whichever comes first.

Step 8C - Go-Live

Overview: With assistance from **New World**, **City** goes live on all applications, modules and interfaces identified in the **Agreement** and as documented in the PMW.

Responsibilities	
New World	City
- Execute the Go-Live Checklist. New World conducts City turnover to City Support. New World receives clearance for onsite to depart City site.	- Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period. - Place the software into production and begin operational use in consultation with New World and in accordance with the PMW. - Provide a detailed list of questions and issues that require explanation or resolution by New World at the end of each day during go-live period.

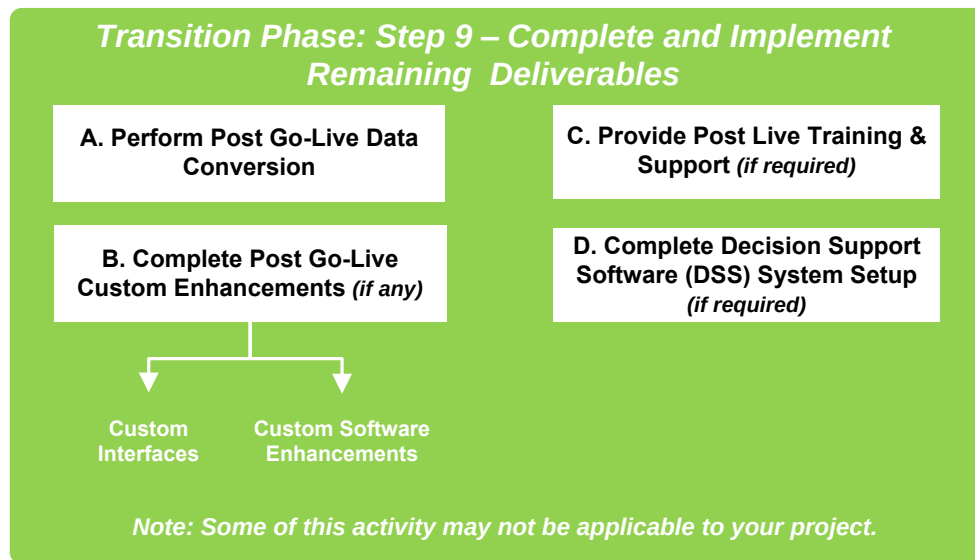
Product and Service Deliverables	
Products	Services
None	Support City During Go-Live Period

Milestones
Go-Live

Formal Notifications
Project Deliverable Completion Notification – Go-Live

Completion Criteria: This step shall be complete on the day the **New World** go-live team leaves **City** site.

E.7.3 Step 9: Complete and Implement Remaining Contract Deliverables



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 9A - Perform Post Go-Live Data Conversion

Overview: New World and City will perform the post-go-live (and final) data conversion.

Responsibilities	
New World	City
1. Execute the post-go-live data conversion per the Data Conversion Plan.	1. Assist New World as requested in executing the Post Go-Live Conversion Plan. 2. When provided with the post go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) business days after New World applying the post go-live data conversion files to the production environment.

Product and Service Deliverables	
Products	Services
None	1. Install any Post Go-Live Contract Deliverables (Data Conversion)

Milestones

None

Formal Notifications
None

Completion Criteria: This step shall be complete when **City** provides Data Conversion Post Go-Live Approval to **New World** or within fifteen (15) business days of applying the post go-live data conversion files to **City** Production environment, whichever comes first.

Step 9B - Complete Post Go-Live Custom Enhancements (if any)

Overview: **New World** will provide **City** remaining contracted Custom Software Enhancements and/or Custom Interfaces and Installation Services per the **Agreement**.

Responsibilities	
New World	City
1. Complete development and deliver Custom Software Enhancements and Custom Interfaces to City. 2. Assist City to implement Custom Software Enhancements and/or Custom Interfaces as appropriate. 3. Provide training for Custom Software Enhancements and/or Custom Interfaces as appropriate. 4. Perform Final Acceptance Testing Services working with City. (if applicable)	1. Provide resources and work with New World to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting. 2. Coordinate access to third parties as requested by New World to install and test the interfaces. 3. Test the Custom Software Enhancements and Custom Interfaces. 4. Provide timely approval (within 15 business days of delivery) of each Custom Software Enhancement and/or Custom Interface as meeting the requirements of each appropriate Requirements Definition Document. 5. Perform Final Acceptance Testing working with New World.

Product and Service Deliverables	
Products	Services
1. Licensed Custom Software (post go-live) - Custom Interfaces - Custom Software Enhancements	1. Install any post go-live contract deliverables (Custom Interfaces, Custom Enhancements) 2. Provide City with assistance for Final Acceptance Testing.

Milestones
1. Complete Development and Implementation of Remaining Deliverables

Formal Notifications
1. Project Deliverable Completion Notification – Complete Development and Implementation of Remaining Deliverables 2. Project Deliverable Completion Notification - - Deliver Remaining Licensed Standard Software - Deliver Remaining Licensed Custom Software Enhancements - Deliver Remaining Licensed Custom Interfaces

Completion Criteria: This step shall be complete when **City** provides approval to **New World** for each of the custom contract deliverables or within fifteen (15) business days of delivery, whichever comes first.

Step 9C – Provide Post Live Training and Support

Overview: New World will provide City with Training and Support Services post go-live to ensure successful transition from City previous systems to the New World software.

Responsibilities	
New World	City
1. Provide remotely or onsite Training as specified in the MPP 2. Provide additional support services remotely or onsite as specified in the Project Plan (MPP including reviewing: a. Infrastructure and related operational environment b. Application configuration, compliance adherence and custom software modifications c. Standard and Custom Interfaces d. Data conversion e. Release pathing/open item review	1. City staff to attend training as specified in the MPP

Product and Service Deliverables	
Products	Services
None	1. Post Go-Live Training and Support Services

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the Post-Live Training and Support for City Staff.

Step 9D - Complete Decision Support Software Setup and Training (if required)

Overview: If licensed, **New World** will provide **City** with implementation DSS modules and provide purchased training services.

Responsibilities	
New World	City
1. Facilitate one or more consultative session(s) (onsite) with executive staff to discuss data needs and information requirements for decision making. 2. Lead solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). 3. Configure and train on DSS software. 4. Provide training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features. 5. Build City specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review.	1. Ensure appropriate managerial level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making. 2. Ensure infrastructure is in place to support DSS implementation (generally setup in Step 4 of Construction phase). 3. Approve agreed upon requirements of reporting cubes and dashboards. 4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 5. Provide and schedule necessary facilities for training sessions. 6. Ensure training facilities are set up and configured with all requisite hardware/software. 7. Monitor training course attendance and ensure all appropriate users receive training. 8. Identify any issues in writing.

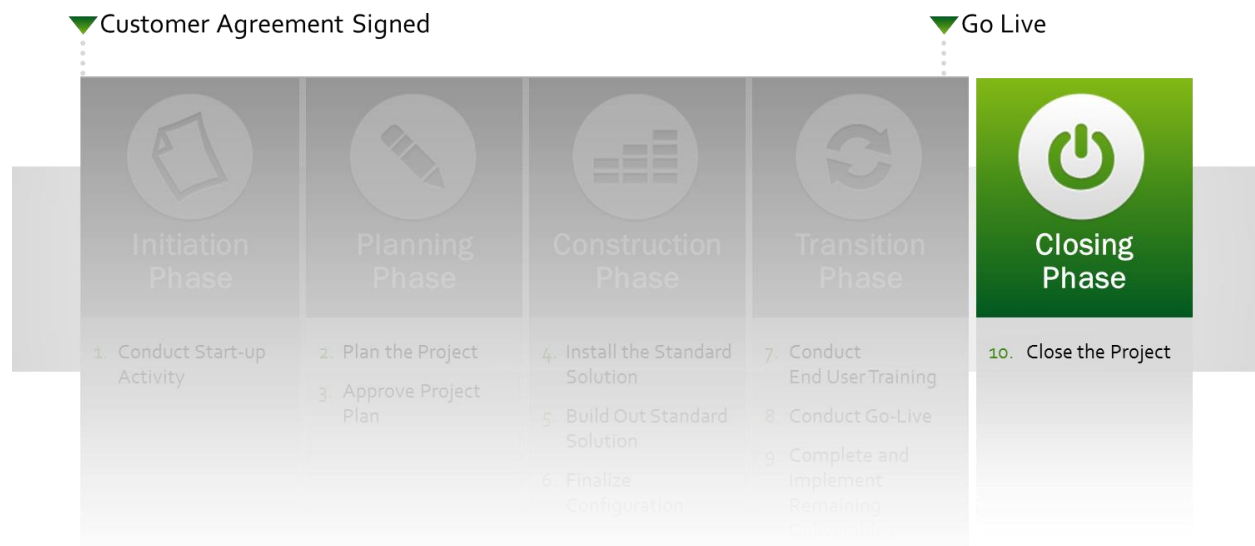
Product and Service Deliverables	
Products	Services
None	1. Install Post Go-Live Contract Deliverables Decision Support Software a. City Specific Reporting Cubes and Dashboards b. Installation services of City specific Reporting Cube(s) and Dashboard(s). c. Training services for City staff

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the DSS Training Services for **City** Staff.

E.8 Closing Phase



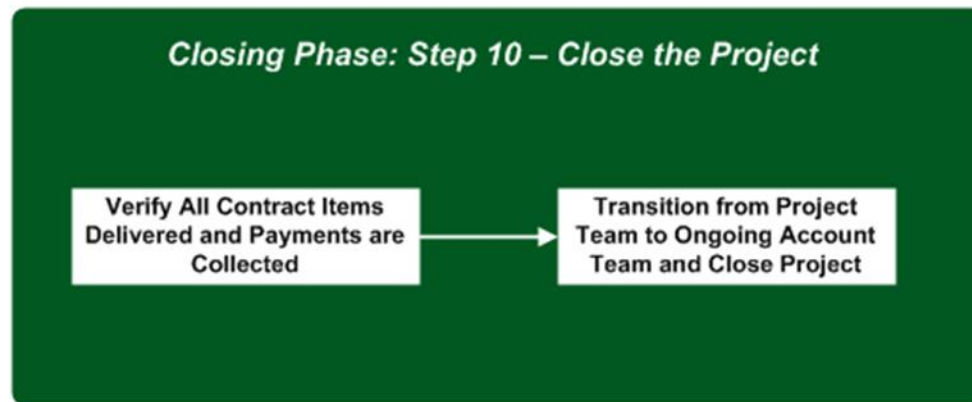
Purpose: Review the project, approve closure, disengage project management and transition City to the Account Management Team.

Description of Phase: The Closing Phase consists of one step.

- Step 10 – Close the Project

During this Phase, the **New World** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and **City**.

E.8.1 Step 10: Close the Project



Step 10A – Verify All Contract Items Delivered and Payments are Collected

Overview: New World and City will review the **Agreement** and Project Plan to confirm all deliverables and services have been deployed per the terms of the **Agreement**. The Project Manager will confirm all payments have been collected related to contact terms and conditions.

Responsibilities	
New World	City
1. The Project Manager will review final project status with City to ensure all product and services contract deliverables contracted in the Agreement are delivered, billed and all invoices have been paid.	1. Complete any remaining payments from the Agreement .

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **City**.

Step 10B – Transition from Project Team to Account Team and Close Project

Overview: **New World** Project Manager will schedule a formal turnover with **City** to the **New World** Account Management Team. The **New World** Account Management team includes the Executive Sponsor, Customer Support and Customer Care. The managers of Customer Care and Customer Support will introduce their organization structure and review the services each team provides.

Project Closure will be formally communicated to **City**, ensuring **City** and the **New World** Customer Support team members are aware the deployment of the **New World** software and services has been completed.

From this point forward, **City** and **New World** shall operate in a support relationship as provided for in the Software Support Maintenance **Agreement** (Exhibit C) of the **Agreement**.

Responsibilities	
New World	City
1. The New World Project Manager will coordinate a meeting, either via teleconference or onsite, to review the project status and transition ongoing communications with City to the assigned Account Team. 2. Prepare the Project Closure Letter. 3. Managers of New World Customer Support participate in the meeting with City. 4. The Project Manager will deliver the Project Closure Letter to City.	1. Provide appropriate personnel for the Customer Support turnover meeting. 2. Provide a location with a conference phone for the support turnover meeting.

Product and Service Deliverables	
Products	Services
None	1. Close Out the Project

Milestones
1. Project Complete

Formal Notifications
1. Project Deliverable Completion Notification – Close Project

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter to **City**.



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 61 of 863

Text File

File Number: 2015-0353

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

NEW WORLD SYSTEMS CORPORATION

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$1,184,576.00 TO UPGRADE THE CITY'S PUBLIC SAFETY SOFTWARE FOR POLICE, FIRE AND AFTER HOURS CITY-WIDE SERVICES, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$846,675.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with New World Systems Corporation in the amount of \$1,184,576.00 to upgrade the City's Public Safety Software for police, fire and after hours city-wide services, approves a five (5) year maintenance agreement in the amount of \$846,675.00, and further approves a project contingency in the amount of \$160,000.00.

City of Fayetteville Staff Review Form

2015-0353

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

GT b2f

7/31/2015

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Request a resolution to approve the software upgrade and extend the maintenance agreement with New World Systems; approval of a budget adjustment. The agreement, in the amount of \$1,184,576, with a project contingency of \$160,000, will upgrade public safety software for police, fire and after hours city-wide services. The agreement includes a five (5) year Standard Software Maintenance Agreement in the amount of \$846,675, implementation services, data conversion and project management services to fully implement the upgraded Records Management System, Computer Aided Dispatch, and expand the mobile vehicle computer system.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvement

Account Number

Fund

14009

Public Safety Records Management System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 624,000.00

Funds Obligated

\$

Current Balance

\$ 624,000.00

Does item have a cost? Yes

Item Cost \$ 1,184,576.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 622,000.00

Remaining Budget

\$ 61,424.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: July 31, 2015

SUBJECT: Request a Resolution to Approve the Software Upgrade and Extend the Maintenance Agreement with New World Systems, and Approve a Budget Adjustment

RECOMMENDATION:

Staff recommends a resolution to approve the software upgrade and extend the maintenance agreement with New World Systems and approval of a budget adjustment. The agreement, in the amount of \$1,184,576, with a project contingency of \$160,000, will upgrade public safety software for police, fire and after hours city-wide services. The agreement includes a five (5) year Standard Software Maintenance Agreement (SSMA) in the amount of \$846,675, implementation services, data conversion and project management services to fully implement the upgraded Records Management System (RMS), Computer Aided Dispatch (CAD) and expand the mobile vehicle computer system.

BACKGROUND:

Our current Records Management System, Computer Aided Dispatch and mobile vehicle computer system, provided by New World Systems, operate on an AS400/RS6000 platform that was purchased in 1997. Our public safety software supports our core operations including fire, police and city-wide dispatching, police and fire records, and police and fire mobile vehicle access. We utilize the software for tracking and maintenance of records including: tickets, warrants, accidents and incidents, etc. The City has performed updates to the system over the years, but it has not upgraded the system to keep pace with major technology advances. Our current system performs most basic functions, but New World is no longer developing the product. It is difficult to integrate with other systems, and it does not provide adequate reporting.

DISCUSSION:

New World Systems is a top tier system that provides software for public safety, including police and fire. The City has examined other software companies, both through demonstrations and by attending user conferences, but it has not found another company that provides the total software solution offered by New World Systems. By upgrading with New World Systems, the City can continue to benefit from our existing regional information sharing project with local agencies that also use New World Systems. New World continues to utilize the same terminology with their old and new software, making the transition for our employees less difficult and more seamless. The City will be able to easily convert historical data to the new system. This historical data is invaluable to the continued safety of police and fire personnel.

For example, existing records include arrest histories, officer safety alerts and mug shots on subjects known to be threats to police officers, firefighters, and the general public. Staff is recommending approval of an extension to the City's existing agreement with New World Systems. State purchasing laws do not require competitive bidding of software upgrades.

BUDGET/STAFF IMPACT:

There is currently \$624,000 budgeted in the 2015 Capital Improvement Plan (CIP) for this project. A budget adjustment of \$622,000 is requested to be approved moving funds from the ERP Upgrade/Replacement, Geographic Information System, and AS/400 Computer Upgrade projects to meet the items contained within this agreement.

In addition, the project contingency part of this agreement is the only part of the project that will be funded from the 2016 CIP. Future annual standard software maintenance agreements, starting on January 1, 2016, will be funded from the appropriate fiscal year operating budgets.

Attachments:

SRF- Public Safety RMS 2015

BA

PO



ADDITIONAL SOFTWARE LICENSE AGREEMENT
For an Aegis 400 to Aegis .NET / MSP Upgrade and Additional Modules

July 31, 2015

New World Systems is pleased to license you additional software per your request.

The attached Exhibits and Appendix are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

The attached Exhibits and Appendix include:

Exhibit AA	TOTAL COST SUMMARY AND PAYMENT SCHEDULE
Exhibit A	LICENSED STANDARD SOFTWARE AND FEES
Exhibit B	IMPLEMENTATION AND TRAINING SUPPORT SERVICES
Exhibit C	STANDARD SOFTWARE MAINTENANCE AGREEMENT
Exhibit D	NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
Exhibit E	DEMONSTRATION SITE DISCOUNT
Exhibit F	DATA FILE CONVERSION ASSISTANCE
Exhibit G	CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE
Exhibit H	DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES
Exhibit I	ACCEPTANCE TESTING
Exhibit J	INCORPORATION BY REFERENCE OF NEW WORLD'S SOFTWARE SPECIFICATION TEMPLATE AND BAFO
Exhibit K	TRAVEL POLICY
Exhibit L	INITIAL IMPLEMENTATION PLAN
Exhibit M	FINALIZED THIRD PARTY HARDWARE ENVIRONMENT
Exhibit O	SOFTWARE PERFORMANCE TEST CRITERIA
Appendix 1	AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES
Appendix 2	STATEMENT OF WORK

The General Terms and Conditions from our Logos License Agreement dated July 31, 2015 are incorporated and will apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the City.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

ACKNOWLEDGED AND AGREED TO BY:

NEW WORLD SYSTEMS® CORPORATION

(New World)

By: _____

Larry D. Leinweber, President

CITY OF FAYETTEVILLE, ARKANSAS

(City)

By: _____

Lionel Jordan, Mayor

ATTEST:

By: _____

Sondra E. Smith, City Clerk/Treasurer

Date: 07-31-15

Date: _____

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

EXHIBIT AA
TOTAL COST SUMMARY AND PAYMENT SCHEDULE

I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products

	<u>DESCRIPTION OF COST</u>	<u>COST</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$612,396
1.	Licensed Standard Software	\$1,020,825
2.	Less Customer Loyalty Software Credit	(113,157)
3.	Less Customer Loyalty Software Discount (Additional Modules)	(140,648)
4.	Less Demonstration Site Discount	(48,924)
5.	Less Additional BAFO Discount	(105,700)
B.	IMPLEMENTATION SERVICES	416,400
1.	PROJECT MANAGEMENT as further described in Exhibit B	
2.	INTERFACE INSTALLATION SERVICES as further described in Exhibit B	
3.	IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	
4.	OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	
5.	DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	
6.	DECISION SUPPORT SOFTWARE SERVICES as further described in Exhibit H	
C.	THIRD PARTY PRODUCTS AND SERVICES	65,780
1.	THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D.	TRAVEL EXPENSES (Estimate) – billed as incurred	\$90,000
	ONE TIME PROJECT COST:	<u>\$1,184,576</u>
E.	STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.	

PRICING ASSUMES CONTRACT EXECUTION BY AUGUST 28, 2015.

Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE

II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products

	<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$612,396
	1. Amount invoiced upon Effective Date (25%)	\$153,099
	2. Amount invoiced 90 Days After Effective Date (25%)	153,099
	3. Amount invoiced 180 Days After Effective Date (25%)	\$153,099
	4. Amount invoiced 270 Days After Effective Date (25%)	153,099
B.	IMPLEMENTATION SERVICES	416,400
	1. Amount invoiced upon completion of Step 1 in SOW - Conduct Start up Activity	\$62,460
	2. Amount invoiced upon completion of Step 3 in SOW – Approve Project Plan	62,460
	3. Amount invoiced upon completion of Step 4 in SOW - Install the Standard Solution	62,460
	4. Amount invoiced upon completion of Step 7 in SOW - Conduct End User Training	83,280
	5. Amount invoiced upon completion of Step 9 in SOW - Conduct Go-Live	83,280
	6. Amount invoice upon completion of Step 10 in SOW – Close the Project	62,460
C.	THIRD PARTY PRODUCTS AND SERVICES	65,780
	1. Amount invoiced upon the Effective Date (50%)	\$32,890
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	32,890
D.	TRAVEL EXPENSES (Estimate) (These expenses are billed as incurred)	\$90,000*
	1. 45 trips are anticipated.	

*Estimate

ONE TIME PAYMENTS: \$1,184,576

E. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE.

Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.

EXHIBIT A
LICENSED STANDARD SOFTWARE AND FEES

License Fee for Licensed Standard Software And Documentation Selected By the City:

Application Package^{1,2,3,4}

Cost

EXISTING AEGIS iSERIES (AS/400) STANDARD SOFTWARE TO BE REPLACED BY THE AEGIS .NET / MSP STANDARD SOFTWARE

CAD

- 1. Aegis/400 Combined Multi-Jurisdiction LE/Fire/EMS CAD**
 - Call Scheduling - Call Stacking
 - Geo-File Verification
 - Hazard and Location Alerts
 - Hydrant Inventory
 - Access to Aegis/400 LE Records
 - Access to Aegis/400 Fire/EMS Records
 - Note Pads
 - Rip-N-Run¹
 - Run Cards
 - Tone Alerts
 - Unit Recommendations
 - Unit Status Monitors
 - Fire/EMS Recommendations

- 2. Additional Aegis[®]/400 Software for Computer Aided Dispatch**
 - CAD Mapping (ESRI based)
 - CAD Redundancy
 - Service Vehicle Rotation (Wrecker, Ambulance)

LAW ENFORCEMENT RECORDS

- 3. Aegis/400 Single Jurisdiction Base Law Enforcement Records**
 - Accidents
 - Arrest
 - Business Registry
 - Case Processing
 - Computer Aided Investigations
 - Federal Reports (UCR/IBR)
 - Geo-File Verification
 - Impounded Vehicles
 - Incident Tracking
 - Jacket Processing
 - Personnel/Education
 - Property
 - Traffic Tickets and Citations
 - Wants and Warrants

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

4. Aegis/400 Federal and State Compliance Reporting for LE Records

- Federal UCR/IBR

5. Additional Aegis/400 Software for Law Enforcement Records

- Activity Reporting and Scheduling
- Case Management
- Field Investigations
- GEO File Verification
- Hazardous Materials
- Paperless Automated Case Entry (PACE)
- Property Room Bar Coding

6. Aegis/400 Third Party LE Records Interface Software

- Ticket Writer Interface

FIRE/EMS RECORDS

7. Aegis/400 Fire Records Software Base Package

- Activity Reporting and Scheduling
- Investigations
- Hazardous Materials
- Hose Inventory and Maintenance
- Hydrant Inventory and Inspections
- Incident Tracking
- Inspection Tracking
- Personnel/Education
- Pre-plans

8. Aegis/400 Federal and State Compliance Reporting for Fire Records

- State/NFIRS 5.0 Electronic Reporting

ADDITIONAL PUBLIC SAFETY SOFTWARE

9. Aegis/400 Public Safety State/NCIC Interface Software

- Aegis/400 State/NCIC Interface
- On-Line CAD Interface to State/NCIC

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

10. Aegis/400 Imaging Software

Server Software

- Public Safety Line Ups/Mug Shots

Client Software

- Image Capture/View

- Licenses (12 units)

11. Aegis/400 Data Management and Retrieval Tools

- Microsoft Word® Interface
- Data Analysis/Crime Mapping

SUB-TOTAL DELETED AS/400 MODULES

(\$113,157)

EXISTING AEGIS .NET/MSP STANDARD SOFTWARE TO REMAIN UNCHANGED

AEGIS DATA SHARING

12. Data Connector to NWS DB - Agency 1

13. Data Connector to NWS DB - Agency 1

14. Web Consolidated Search

- Web Query

SUB-TOTAL AEGIS LINK SOFTWARE MODULES

N/A

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

**EXISTING AEGIS MOBILE STANDARD SOFTWARE AT FAYETTEVILLE POLICE DEPT.
TO BE RECONFIGURED TO BE COMPATIBLE WITH THE AEGIS .NET/MSP STANDARD
SOFTWARE**

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

- 15. Base Message Switch to State/NCIC (1-30 users)**
 - Base Message Switch for MDT/MCT
 - State/NCIC Interface

- 16. Additional Aegis Software for RS/6000 Message Switch**
 - New World CAD Interface for Aegis 400 (1-30 users)
 - AVL Interface (1-30 devices)

MOBILE SOFTWARE ON THE iSERIES 400

- 17. Aegis/400 Mobile Integration Software**
 - MDT/MCT Base CAD/RMS Interface (1-30 users)
 - AVL CAD Interface (1-30 users)

MOBILE MANAGEMENT SERVER

- 18. Aegis Mobile Management Server Software (1-30 units)**
 - Base CAD/NCIC/Messaging
 - AVL Mapping Server

CLIENT SOFTWARE

- 19. Aegis® Law Enforcement Mobile Unit Software**

Mobile Messaging

LE State/NCIC via Switch (27 units)
LE CAD via Switch (29 units)
In-Car Mapping (2 units)

Field-Based Reporting

MCT Ticket Writer Interface (1 unit)

SUB-TOTAL MOBILE SOFTWARE MODULES (POLICE)

N/A

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

**EXISTING AEGIS MOBILE STANDARD SOFTWARE AT FAYETTEVILLE FIRE DEPT. TO
BE RECONFIGURED TO BE COMPATIBLE WITH THE AEGIS .NET/MSP STANDARD
SOFTWARE**

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000

- 20. Base Message Switch to State/NCIC (Upgrade from 30 to 50 users)**
- Base Message Switch for MDT/MCT
- State/NCIC Interface
- 21. Additional Aegis Software for RS/6000 Message Switch**
- New World CAD Interface for Aegis 400 (Upgrade from 30 to 50 users)
- AVL Interface (Upgrade from 30 to 50 devices)

MOBILE SOFTWARE ON THE iSERIES 400

- 22. Aegis/400 Mobile Integration Software**
- MDT/MCT Base CAD/RMS Interface (Upgrade from 30 to 50 users)
- AVL CAD Interface (Upgrade from 30 to 50 users)

MOBILE MANAGEMENT SERVER

- 23. Aegis Mobile Management Server Software**
- Base CAD/NCIC/Messaging (Upgrade from 30 to 50 Users)

CLIENT SOFTWARE

- 24. Aegis® Fire Mobile Unit Software (20 Units)**
Fire CAD via Switch
In-Car Mapping
New World AVL

SUB-TOTAL MOBILE SOFTWARE MODULES (FIRE)

N/A

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

AEGIS .NET/MSP STANDARD SOFTWARE TO UPGRADE THE EXISTING AEGIS iSERIES (AS/400) STANDARD SOFTWARE

CAD

25. Aegis Enterprise Combined LE/Fire/EMS CAD	\$119,000
- CAD Mapping - Call Entry - Call Control Panel - Unit Recommendations - Unit Status and Control Panel - Call Stacking - CAD Messaging - Call Scheduling - Dispatch Questionnaire - Fire Equipment Search/Fire Equipment Move - GIS/Geo-File Verification - Hazard and Location Alerts - Hazmat Search - Hydrant Inventory - Access to Aegis/MSP LE Records - Access to Aegis/MSP Fire Records - Note Pads - Proximity Dispatch (Requires CAD AVL and Mobile) - Rip-N-Run Remote Printing - Run Cards/Response Plans	
26. Additional Aegis Enterprise Software for Computer Aided Dispatch ⁵	
- Service Vehicle Rotation (Wrecker, Ambulance)	11,000
27. Aegis Enterprise Third Party Interface Software ⁵	
- Aegis State/NCIC Interface ⁸ <i>Includes state-specific standard forms</i>	17,000
On-Line Modules ⁸	
- On-Line CAD Interface to State/NCIC <i>Includes state-specific standard forms</i>	11,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

28. Aegis/MSP Single Jurisdiction Base Law Enforcement Records	66,000
- Accidents	
- Activity Time Tracking	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
29. Aegis/MSP Federal and State Compliance Reporting for LE Records	
- Federal UCR/IBR ⁹	20,000
- State Accidents ¹⁰	20,000
30. Additional Aegis/MSP Software for Law Enforcement Records	
- Activity Reporting and Scheduling	10,000
- Case Management	10,000
- Data Analysis/Crime Mapping/Management Reporting ⁶	20,000
- Field Investigations	10,000
- Hazardous Materials	10,000
- Property Room Bar Coding ⁵	10,000
31. Aegis/MSP Third Party LE Records Interface Software ⁵	
- Ticket Writer Interface	25,000
32. Aegis/MSP Imaging Software	
- Public Safety Lineups/Mug Shots ¹¹	29,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

FIRE RECORDS

33. Aegis/MSP Fire Records Software Base Package	54,000
- Activity Reporting and Scheduling	
- Investigations	
- Business Registry	
- Hazardous Materials	
- GIS/Geo-File Verification	
- Hydrant Inventory and Inspections	
- Incident Tracking	
- Inspection Tracking	
- Personnel/Education	
- Pre-plans	
- Station Activity Log	
- BLS/ALS	
34. Federal Compliance Reporting for Fire Records	
- NFIRS 5.0 Electronic Reporting	22,000
35. Additional Aegis/MSP Software for Fire Records	
- Data Analysis/Management Reporting ⁶	15,000

AEGIS .NET/MSP STANDARD SOFTWARE TO BE ADDED

CAD

36. Additional Aegis Enterprise Software for Computer Aided Dispatch ⁵	
- CAD Auto Routing	11,000
- CAD AVL	11,000
- Web CAD Monitor	30,000
37. Aegis Enterprise Third Party Interface Software ⁵	
- CAD Paging Interface	11,000
Supports SNPP, SMTP, Standard TAP, WCTP	
- E-911 Interface ⁷	11,000

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

LAW ENFORCEMENT RECORDS

38. Additional Aegis/MSP Software for Law Enforcement Records

- Career Criminal Registry (parolee, sex offender)	10,000
- Equipment Tracking	15,000
- Inventory	15,000
- Narcotics Management/Intelligence	15,000
- Permits	15,000
- Vehicle Tracking and Maintenance	15,000

39. Aegis/MSP Third Party LE Records Interface Software ⁵

- Citizen Reporting Interface <i>Supports CopLogic</i>	18,000
On-Line Modules ⁸ <i>Includes state-specific standard forms</i>	
- On-Line Global Subjects Interface to State/NCIC	11,000
- On-Line Property Checks Interface to State/NCIC	11,000
- On-Line Wants and Warrants Interface to State/NCIC	11,000

FIRE RECORDS

40. Additional Aegis/MSP Software for Fire Records

- Equipment Tracking and Maintenance	15,000
- Fire Permits	15,000
- Inventory	15,000

DECISION SUPPORT SOFTWARE ^{6,11, 18}

41. Law Enforcement Management Data Mart (CAD, RMS)

- Includes 10+ users	20,000
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Dashboards for Law Enforcement	16,000
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42. Fire Management Data Mart (CAD, RMS)

- Includes 10+ users	20,000
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Dashboards for Fire Management	16,000
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Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

MOBILE SOFTWARE

MOBILE SOFTWARE ON THE RS/6000 ¹²

- | | |
|---|--------|
| 43. Base Message Switch to State/NCIC (Upgrade from 50 to 100 units) | 8,000 |
| - Base Message Switch for MDT/MCT | |
| - State/NCIC Interface | |
|
44. Additional Aegis® Software for RS/6000 Message Switch | |
| - New World CAD Interface for Aegis MSP (Upgrade from 50 to 100 units) | 3,000 |
| - Mobile Upload Software (1-100 units) | 35,000 |
| - AVL Interface (Upgrade from 50 to 100 units) ¹³ | 3,000 |

MOBILE SOFTWARE ON THE MSP Server

- | | |
|--|-------|
| - MDT/MCT Base CAD/RMS Interface (Upgrade from 50 to 100 units) | 1,000 |
| - AVL CAD Interface (Upgrade from 50 to 100 units) ¹³ | 3,000 |

MOBILE MANAGEMENT SERVER

- | | |
|--|-----------|
| 45. Aegis Mobile Management Server Software | |
| - Base CAD/NCIC/Messaging (Upgrade from 50 to 100 units) | No Charge |
| - Field Reporting (1-100 units) | 13,000 |
| - Field Reporting Data Merge (1-100 units) | 3,500 |

CLIENT SOFTWARE

46. Aegis® Law Enforcement Mobile Unit Software

Mobile Messaging

LE State/NCIC via Switch ⁸ (11 units)	\$500 ea.	\$5,500
LE CAD via Switch (9 unit)	\$750 ea.	\$6,750
Mugshot Image Download (38 units)	\$200 ea.	\$7,600
State Photo Download (38 units)	\$200 ea.	\$7,600
In-Car Mapping (36 units)	\$400 ea.	\$14,400
In-Car Routing (38 units)	\$300 ea.	\$11,400
New World AVL (38 units)	\$300 ea.	\$11,400

Field-Based Reporting (38 Units)

LE Accident Field Reporting (38 units)	\$1,000 ea.	\$38,000
The following New World Report is included:		
- Accident (1 form)		
LE Accident Field Reporting Compliance (38 units)	\$300 ea.	\$11,400
Mobile Upload of Field Reports (38 units)	\$600 ea.	\$22,800

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

47. In-Station -Based Reporting

LE Field Reporting (Federal Standards) (26 units)	\$1,000 ea.	\$26,000
The following 5 New World Reports are included:		
- Incident (1 form)		
- Case (1 form)		
- Arrest (1 form)		
- Supplement (1 form)		
- Impound Vehicle (1 form)		
LE Field Reporting Compliance (26units)	\$200 ea.	\$5,200
Mobile Upload of Field Reports (26 units)	\$600 ea.	\$15,600

48. Aegis® Fire Mobile Unit Software

In-Car Routing (20 units)	\$300 ea.	\$6,000
Fire Inspections (2 units)	\$500 ea.	\$1,000

Subtotal	\$7,150 ea.	\$190,650
Less Laptop Software Volume Discount of 50%		(\$95,325)
TOTAL LAPTOP SOFTWARE		95,325

49. Workstation License for up to 200 Workstations¹⁹	50,000
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NEW WORLD STANDARD SOFTWARE LICENSE FEE	\$1,020,825
LESS CUSTOMER LOYALTY SOFTWARE CREDIT	(113,157)
LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT ¹⁵	(140,648)
LESS DEMONSTRATION SITE DISCOUNT	(48,924)
LESS ADDITIONAL BAFO DISCOUNT	(105,700)

TOTAL SOFTWARE LICENSE FEE ^{16,17}	<u>\$612,396</u>
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Note: Other than for Mobile Software, a Workstation License for up to 200 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Fayetteville Police Department, AR
- Fayetteville Fire Department, AR

Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' Aegis products. Microsoft Windows 7/8 or later is required for all client machines. Windows 2008/2012 Server and SQL Server 2008/2012 are required for the Application and Database Server(s).*
- ² *New World Systems' Aegis product requires Microsoft Windows 2008/2012 Server and SQL Server 2008/2012 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' Aegis product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.*
- ⁴ *New World recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, New World will provide further consultation for this environment.*
- ⁵ *Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. The City is responsible for any 3rd party support.*
- ⁶ *Application may require a separate Server.*
- ⁷ *Requires Lantronix UDS 1100 included in Appendix 1 of this Agreement.*
- ⁸ *The City is responsible for obtaining the necessary State approval and any non-New World hardware and software. Includes state-specific standard forms developed by New World. Additional forms can be provided for an additional fee.*
- ⁹ *Federal UCR/IBR includes edits, reports and electronic submission.*
- ¹⁰ *State Accidents includes logic, reports and electronic submission, where applicable.*
- ¹¹ *Camera must meet product specifications and be procured through New World.*
- ¹² *Configuration and end user training to occur after the City has been live for 3 months or longer on an application.*
- ¹³ *Currently supporting Commercial 3G/4G Broadband Wireless, 802.11, NetMotion and Radio IP VPN solutions.*
- ¹⁴ *Requires 3rd party GPS hardware.*
- ¹⁵ *Discount only available in conjunction with upgrading Aegis AS/400 to Aegis MSP Windows.*
- ¹⁶ *Prices assume that all software is licensed.*
- ¹⁷ *Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to City via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- ¹⁸ *With decision support software, 10+ shall mean unlimited users.*
- ¹⁹ *Additional Workstations may be added to the Site License at a 25% discount for up to two (2) years after the Effective Date of this Agreement.*

EXHIBIT B
PROJECT MANAGEMENT, IMPLEMENTATION AND
TRAINING SUPPORT SERVICES

1. Project Management Services

New World shall act as Project Manager to assist **City's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **City's** management and the City Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
 - a project review (kickoff) meeting at **City's** location
 - progress status meeting(s) will occur during implementation via telephone conference or at **City's** location; and
 - a project close-out meeting at **City's** location to conclude the project.
- f) **New World** consultation with other vendors or third parties.

The implementation services fees described in Exhibit AA include Project Management fees for a period up to 18 months after the Effective Date.

Project Schedule and Acceptance.

New World will develop a detailed project schedule that details both New World and City's responsibilities, timeline for project activities, phases, milestones, and deliverables ("Implementation Plan") in connection with New World's performance of the services described in the Statement of Work. The Implementation Plan should be in sufficient detail to specify the deliverables, conversion, training, testing, acceptance, configuration, modification, integration, and live operation activities. Both New World and City agree that a mutually agreeable Implementation Plan will be submitted and approved by City within thirty (30) days of the date the Agreement is signed by both parties ("Effective Date"). In the event New World is unable to provide the Implementation Plan within thirty (30) days, City will have at its option, the ability to terminate the Agreement and obtain all fees paid to New World. The Implementation Plan will also include the criteria by which the software will be tested and accepted by City.

The Project Managers appointed pursuant to this Agreement will meet periodically to review the Implementation Plan. Changes to the scope of the project including additional Licensed Software and Services may be proposed by either party, and if accepted by the parties, the proposed changes shall be reduced to a written document, inclusive of any applicable pricing changes ("Change Order"). Written approval signed by a duly authorized representative of each of the parties of such Change Order must be obtained prior to the provision of any products or services related to such Change Order.

New World shall provide to Client a written quotation for any changes in this Agreement, including Software, Services, Customizations, etc. Each Change Order shall be reviewed and approved by the City, and shall be subject to the requirements in the section.

2. Implementation and Training Support Services

Based on the Licensed Standard Software listed and scope of services presented on Exhibit A, **New World** shall provide the **City** with such work at the price listed in Exhibit AA for up to **145** working days of **New World** implementation and training support services. Excess days requested shall be billed at the Daily Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The **City** agrees to reimburse **New World** for support trips canceled by the **City** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs. The recommended implementation and training support services ("Services") include:

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- a) implementation of each package of Licensed Standard Software;
- b) **City** training and/or assistance in testing for each package of Licensed Standard Software;
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

The project management, implementation and training support services provided by **New World** may be performed at **City's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Enterprise Mobile Upgrade Services

Mobile Upgrade includes the following applications:

- a) Messaging
- b) Fire Messaging
- c) Mapping
- d) AVL

Note: Enterprise Mobile Upgrade Services includes upgrading both the Fayetteville Police Department and the Fayetteville Fire Department mobile units.

4. Mobile Form(s) Enhancements

The following mobile forms will be upgraded to add Multiples and/or Dynamic Print (no additional form changes included):

- a) Case Report (Entry and Print)
- b) Case Supplement (Entry and Print)
- c) Arrest Report (Entry and Print)
- d) Incident /Supplement (Entry and Print)

5. Interface Installation Service

New World shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be the **City's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, the **City** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

- a) Web CAD Monitor
- b) CAD Pager Interface
- c) 911 Interface
- d) State/NCIC Interface
- e) On-Line CAD Interface to State/NCIC
- f) Ticket Writer Interface
- g) Citizen Reporting Interface
- h) On-Line Global Subjects Interface to State/NCIC
- i) On-Line Property Checks Interface to State/NCIC
- j) On-Line Wants & Warrants Interface to State/NCIC
- k) New World Mug Shots/Imaging
- l) Web Query/Data Sharing Reconfiguration
- m) Windows System Assurance
- n) GIS Implementation

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

New World's GIS implementation services are to assist the **City** in preparing the New World required GIS data for use with the Licensed Aegis Software. Depending upon the Licensed Software the **City** at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). **City** is responsible for having clearly defined boundaries for Police Beats and Fire Quadrants. If necessary **New World** will assist the **City** in creating the necessary polygon layers (Police Beats and Fire Quadrants) for Unit Recommendations and Run Cards. **New World** is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed Aegis Software.

6. Hardware Quality Assurance Service

New World shall provide Hardware Systems Assurance of **City's** Aegis .NET/MSP server(s). These services do not include hardware and/or third party product costs which shall be **City's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, the **City** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services High Availability Environment:
Hardware Systems Assurance and Software Installation:
 - Assist with High Level System Design/Layout
 - Validate Hardware Configuration and System Specifications
 - Validate Network Requirements, including Windows Domain
 - Physical Installation of **New World** Application Servers
 - Install Operating System and Apply Updates
 - Install SQL Server and Apply Updates
 - Install New World Applications Software and Apply Updates
 - Establish Base SQL Database Structure
 - Install Anti-Virus Software and Configure Exclusions
 - Install Automated Backup Software and Configure Backup Routines
 - Configure System for Electronic Customer Support (i.e. NetMeeting)
 - Tune System Performance Including Operating System and SQL Resources
 - Test High Availability/Disaster Recovery Scenarios (if applicable)
 - Provide Basic System Administrator Training and Knowledge Transfer
 - Document Installation Process and System Configuration

7. Message Switch Operating System Assurance Service

New World shall provide Message Switch Operating System Assurance. These services do not include hardware and/or third party product costs which shall be the **City's** responsibility, if required. On-site installation is required. The **City** will be responsible for the actual travel expenses and time.

- a) Message Switch Operating System Assurance Services:
Operating System Assurance and Software Installation Services:
 - Unpack and assemble hardware
 - Verify core hardware functionality (network/video/storage devices/usb)
 - Install and update AIX Operating System
 - Install and update applicable system manual pages
 - Set AIX environment variables
 - Build system user-ids and applicable authorizations
 - Install and stage message handler and compilers
 - Verify and allocate disk space

Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- Mirror hard drives and boot sequencing
- Migrate all Message Switch data from the old server to the new server
- Configure devices on the new server (Ethernet cards, print queues, tty's, etc.)
- Verify all scripts are adjusted for new machine
- Migrate all source code from old machine to the new machine
- Compile New World Message Switch programs
- Assure Message Switch operation in the live environment
- Adjust any tables as needed during the assurance phase
- Setup automatic "cron" jobs
- Complete full system and log backups
- Perform any necessary administrator training

8. Support Services

Up to 5 days have been allocated to provide CAD/Mobile NCIC Parsing. **Actual usage may be higher or lower based on the City's requirements and use of these support services.**

Support services are typically performed at the **City's** premises but may be provided at **New World** national headquarters in Troy, Michigan. The **City** agrees to reimburse **New World** for support trips canceled by the **City** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs.

9. Additional Services Available

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

The **City** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by the **City** and **New World** and will be provided at the Daily Rate).

10. CJIS Compliance

New World understands and agrees to the provision that all **New World** personnel with physical, virtual, or network access to the System will be required to submit to a fingerprint-based criminal background check and successfully complete the CJIS Security Awareness Training and Test prior to beginning work on the System. **New World** is responsible for maintaining and providing a signed and completed CJIS Security Addendum.

EXHIBIT C
STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **the City** sets forth the standard software maintenance support services provided by **New World**.

1. Service Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term), with an option to renew for additional five year terms. The initial term shall begin on 1/1/16 (“Start Date”) and ending on the same calendar date at the conclusion of the SSMA term. Maintenance is identified and agreed upon for the first five (5) years.

2. Services Included

New World shall provide the following services during the SSMA term.

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via pager and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the embedded software that is a component of the Exhibit A Licensed Standard Software.
- h) A no-charge, one time upgrade to the **New World** Enterprise Records software currently under development, to include the following:
 - i. A like-for-like Enterprise Records software license for the existing LERMS Licensed Standard Software licensed by the City at the time of the upgrade.
 - ii. iii. Additional implementation, training, hardware, travel costs and scope outside a standard upgrade are not included, and are costs **the City** agrees to bear.
- i) Registration for three (3) City participants to the 2016 through 2020 New World Systems’ Executive Customer Conference to include two (2) nights stay at the Conference Hotel on specified conference dates, conference registration and meals. Participation does not include City’s travel cost, local transportation cost or any other miscellaneous expense incurred by the City. These fees are non-refundable and may not be used toward a conference other than those specified in payment terms.

Items a, b, and c above will be distributed to the **City** by electronic means.

Additional support services are available as requested by the **City** at the Daily Rate.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

3. Maintenance for Modified Licensed Standard Software and Custom Software

The City is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at the City's request, or for prior releases of New World's software, then the additional New World maintenance or support services provided shall be billed at the Daily Rate.

4. Billing

Maintenance costs will be billed annually.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to the City on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software in Production

If, after the City has cutover to live production use of the Licensed Standard Software, The City believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current New World user manuals, the City shall notify New World by phone, in writing, by email, or through the New World support website, that there is a claimed defect and specify what it believes to be defective.

Documented examples of the claimed defect must accompany each notice. New World shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, New World shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the New World warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5).

The City may submit software enhancement suggestions for New World to consider. If New World, at its discretion, decides to add a software feature as a result of the City's software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, and only after the City has cutover to live production use of the Licensed Standard Software, New World shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on the City's determination of the severity of the error defect, fault, performance, operation or malfunction and New World's reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to the **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by the **City**. Immediately after notification of the Priority 1 event by the **City**, **New World** shall offer to the **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit the City's use of the Licensed Standard Software.*

New World shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to the **City** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by the **City**. Immediately after notification of the Priority 2 event by the **City**, **New World** shall offer to the **City** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is to include a correction in the next Licensed Standard Software release.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

New World may include a correction in subsequent Licensed Standard Software releases.

The **City** may contact the following **New World** resources for management level issue resolution escalation:

Vice President of Professional Services, Sandro Viselli
Vice President of Product Support, Erin Miller
Vice President of Product Vision, Brian Leary

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by any party other than **New World**;
- b) situations where the **City**'s use or operations error causes incorrect, operation, performance, information or reports to be generated; and
- c) requests that go beyond the scope of the Specifications set forth in this Agreement and the then-current User Manuals.

Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET / MSP Servers

New World agrees to provide software maintenance at the costs listed below for the **New World** Licensed Standard Software packages described in Exhibit A

<u>Annual Maintenance Cost (5-Year Plan, Billed annually)</u>			
Year 1	for period	01/01/16 – 12/31/16	\$169,335*
Year 2	for period	01/01/17 – 12/31/17	\$169,335*
Year 3	for period	01/01/18 – 12/31/18	\$169,335*
Year 4	for period	01/01/19 – 12/31/19	\$169,335*
Year 5	for period	01/01/20 – 12/31/20	\$169,335*

*Includes one-time fee for Executive Conference 2016 through 2020 – three people at \$2,000 each per year. See description in Section 2, Item i of this Exhibit.

Note: **City** may renew their Standard Software Maintenance Agreement for an additional 5-year term including an SSMA increase of 2.25% per year. Subsequent years of Software Maintenance may be added at a negotiated rate mutually acceptable by both the **City** and **New World**. Added Licensed Standard Software as described in Exhibit A shall be covered under a no cost warranty through 12/31/15. Maintenance Costs above includes both the Fayetteville Police and Fire Departments.

EXHIBIT D
NEW WORLD SYSTEMS CORPORATION
NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES

This **Agreement**, when accepted and executed by **New World**, grants the undersigned the permission to use and/or have limited access to certain **New World Systems® Corporation (New World)** proprietary and/or confidential information.

Installed At: **City of Fayetteville**
City Name

Located At: **113 West Mountain Street**
Fayetteville, AR 72701

Authorized Signature of City:

Name (Please Print or Type)	Title	Signature
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In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World's** President, including without limitation, the following:
 - a) Program Libraries, whether source code or object code;
 - b) Operating Control Language;
 - c) Test or Sample Files;
 - d) Program Listings;
 - e) Record Layouts;
 - f) All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
 - g) All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the **City** identified above as permitted in the **City's Standard Software License and Services Agreement** with **New World**.
3. The undersigned agree(s) that this **Agreement** may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to the **City** under the **Standard Software License and Service Agreement** between the **City** and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: _____

Individual: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted and Approved by New World Systems Corp.

By: _____

Title: _____

Date: _____

EXHIBIT E
DEMONSTRATION SITE DISCOUNT

New World has provided the **City** a significant discount in exchange for the privilege of using the **City's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, the **City** agrees to act as a demonstration site for prospective **New World** customers. The **City** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, the **City** is not necessarily endorsing the **New World** software and the **City** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated at mutually agreeable times with the appropriate **City** personnel and will be scheduled to minimize the interruption to the **City's** operations. **New World** will provide the **City** reasonable notice for preparation.

EXHIBIT F
DATA FILE CONVERSION ASSISTANCE

New World will provide conversion assistance to the **City** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to the **City** prior to **New World** beginning work on those newly identified files.

General

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The **City** may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source on the AS/400 and the Drug Trak Database, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by the **City** prior to providing the data to **New World**.

New World Responsibilities

1. **New World** will create and provide the **City** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until the **City** approves this document.
2. **New World** will provide the data conversion programs to convert the **City's** data from a single data source to the **New World Licensed Standard Software** for the specified files. This conversion effort includes data coming from one unique database or source on the AS/400 and the Drug Trak Database, not multiple sources.
3. As provided in the approved project plan for conversions, **New World** will schedule on-site trips to the **City** location in order to conduct the following:
 - a. Conversion Analysis
 - b. Assistance for Mapping and Testing
 - c. Conversion Go-Live Implementation and Support

The **City** will be responsible for actual Travel Expenses for these trips.

4. **New World** will provide the **City** up to five (5) test iterations of converted data. One test iteration consists of:
 - a. Running a conversion test in the **City's** test environment
 - b. **City** reviewing a conversion test and responding in writing to **New World** (see **City** responsibilities paragraph 3 below)
 - c. **New World** correcting or otherwise responding to issues discovered and reported by the **City**.
 - d. **New World** conducting internal testing to verify corrections
 - e. **New World** and **City** planning for the next test iteration and/or the live implementation.
5. **New World** will provide warranty coverage for any conversion-related issue reported by the **City** to **New World** within 30 days after the conversion is run in the live database.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

City Responsibilities

1. Data files from the **City's** current AS400 database are included in this conversion. This conversion effort includes data coming from one unique database or source on the AS/400 and the Drug Trak Database, not multiple sources.
2. The **City** will respond to each test iteration in writing, on a form provided by **New World**, either:
 - a. Indicating acceptance that the Data Conversion Process is ready for the final conversion, or
 - b. Indicating a list of changes that need to be applied to the Data Conversion Process for the next test iteration.

Up to five (5) test iterations and one (1) final are provided as part of the Data Conversion Process. The **City** will promptly review each test iteration when delivered by **New World**. Prompt **City** review will reduce the likelihood that a need for additional test iteration(s) may arise due to an extended delay between delivery of a test iteration and its review.

3. As provided in the project plan for conversions, the **City** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **City** commitment and the **New World** commitment. The **City** understands that thorough and timely testing of the converted data by **City** personnel is a key part of a successful data conversion.
4. The **City** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Exhibit F / DATA FILE CONVERSION ASSISTANCE

The following files will be converted from the Aegis 400 System:

MASTER FILES

Master Names			
PSAADR	Addresses	PSINBR	Jacket ID Numbers
PSGADR	Global Addresses	PSJBUS	Jacket School / Business Information
PSAJCK	Jacket Master	PSPADR	Jacket Previous Address
PSALIS	Alias Master	PSPHON	Jacket Additional Contacts
PSASSC	Known Associates	PSSMTH	Jacket Scars / Marks / Tattoos / Handicaps
PSBUSN	Business Additional Characteristics	PLFSBJ	Field Investigation Subjects (if applicable)
PSCHAR	Jacket Additional Characteristics	FRSUBJ	Fire Records Investigation Subjects (if applicable)
PSCRIM	Jacket Criminal Characteristics	OPSUBJ	Orders Of Protection Subjects (if applicable)
PSFPRT	Person Fingerprints		
Master Property			
PLPROP	Property	PLOWNR	Owner Information
PSPITM	Property Item	PSJITM	Jacket Associated Items
Master Gun			
PSGUNS	Global Guns	PSJGUN	Jacket Associated Guns
Master Vehicles			
PSVHCL	Vehicles	PSJVHL	Jacket Associated Vehicles
Statutes			
PLCRIM	Crime Codes	PSSTAT	Statutes

Exhibit F / DATA FILE CONVERSION ASSISTANCE

COMPUTER AIDED DISPATCH

Calls For Service			
CDPLAT	CAD - Plate Information	PLQDSP	Cleared Dispositions
CDPLOG	CAD - Personnel History Log	PLQUIK	Incidents
CDULOG	CAD - Unit History Log	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSDOCI	Document Processing Document Index
PLINCD	Incidents	PSFDOC	Document Processing Free Form Documents
PLNADR	Incident Additional Name/Address	CEHIST	E911 History
CDHOUS	CAD – House Watch		
Run Cards			
GORCRD	GEO - Run Card Master	GOQUAD	GEO - Quad. Exceptions
GORCAM	GEO - Run Card Assignments		
Alarms			
CAAAC	Alarm Account History	CAINVH	Alarm Invoice History
CAAMST	Alarms Master	CASUBJ	Alarms Subject
CAEDIT	Alarm Transaction Edits	CATRAN	Alarm Transaction History

Incidents			
CDPLAT	Plate Information	PLSPVM	Suspect Vehicle
PLIDSP	Cleared Dispositions	PSREVV	Generic Review Date Master
PLINCD	Incidents	PLINDX	Index Cards
PLNADR	Incident Additional Name/Address		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

LAW ENFORCEMENT RECORDS

Cases			
PLOWNR	Owner Information	PLEOKA	Officer Killed/Assaulted file
PLPDSP	Property Disposition	PLMISS	Missing Persons
PLPHST	Police Case Property History	PLOFNS	Case Offense
PLPLAB	Property Lab/Evidence	PLOSMO	Offender/Suspect MO
PLPLOC	Property Location	PLSHST	Case Status History
PLPROP	Property	PLSPVM	Suspect Vehicle
PLPTRN	Property Custody Transaction	PLSREL	Case Subject Related Offenses
PLASOC	Associated Cases	PLSVOR	Victim Offender Relationship
PLCASE	Police Cases	PLSVWM	Case Subjects
PLCSAS	Officer Case Assignments	PSREVU	Generic Review Date Master
PLSOLV	Case Solvability Factors		
Arrests			
BKSchG	Bookings / Courts Supplemental Charges	PLACIN	Arrest Court records
PLAARM	Adult Arrests	PLJARM	Juvenile Arrests
PLABCF	Global Charges	PLSCHG	Case/Arrest Supplemental Charges
Tickets			
PLABCF	Global Charges	TKSCHG	Ticket Supplemental Charges
TKCORT	Ticket Charges	TKTCKT	Ticket
TKISSU	Issued Tickets	TKVOID	Tickets Voided
TKNYST	New York State Ticket Supplement		
Accidents			
PLACCC	State Accidents	SCTABE	Table Entries Master (Used for reference only)
PLACCM	State Accident Unit	PSVHCL	Vehicles
PLACCN	State Accident Unit Names	PSGADR	Addresses
PLACCT	State Accident Tickets	PLACCMNY	State Accident Unit - New York (if applicable)
PLACCV	State Accident Vehicles	PLACCVNY	State Accident Vehicles - New York (if applicable)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Field Investigations			
PLFINV	Field Investigations	PLFIAC	Field Investigations Associated Cases
PLFSBJ	Field Investigations Subjects		
Gun Permits			
PLGUNP	Gun Permits		
Gun Registrations			
PLGUNR	Gun Registrations		
Bicycle Registrations			
BYMAST	Bicycle Registration		
Contact Cards			
PSROLO	Card File Master	PSROLC	Card File Contacts
Wants and Warrants			
PSWANT	Wants and Warrants Issued	PSWCHG	Wants and Warrants Charges
Personnel Training			
PLOEDC	Officer Education		
Officer Equipment			
PLOINV	Officer Equipment Issued		
Pawn Shops			
PLOWNR	Owner Information	PLPLOC	Property Location
PLPAWN	Pawn Transactions	PLPPRP	Pawn Shop Transaction
PLPDSP	Property Disposition	PLPROP	Property
PLPHST	Police Case Property History	PLPTRN	Property Custody Transaction
PLPLAB	Property Lab/Evidence		

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Civil Papers			
CVNOTE	Civil Papers	CVSUBJ	Civil Papers
CVPMST	Civil Papers	SCTABE	Table Entries Master (Used for reference only)
CVSINF	Civil Papers		
Orders Of Protection			
OPMAST	Orders Of Protection Master File	OPLOCT	Orders Of Protection Locations
OPSUBJ	Orders Of Protection Subjects	OPUSRD	Orders Of Protection User Defined
Impounded Vehicles			
PLTOWD	Impounded Vehicle Master		
Narratives			
PSDOCI	Document Processing Document Index	SCTABE	Table Entries Master (Used for reference only)
PSFDOC	Document Processing Free Form Documents	SCTABM	Table Master (Used for reference only)
NCINTD	Narcotics Intelligence	PSDMST	Document Processing Master
PLCUSR	Case User Defined	OPUSRD	Orders Of Protection User Defined
PLFINV	Field Investigations	PLFSBJ	Field Investigation Subjects

Exhibit F / DATA FILE CONVERSION ASSISTANCE

FIRE RECORDS

Fire - Master Files			
FPBLDG	Fire Records Building Master	FPBSRC	Fire Records Building Suppression Sources
FRSUBJ	Fire Records Investigation Subject	FPGACT	Fire Records PrePlan Activity
FPBEXT	Fire Records Building Auto Extinguishment	FPHZRD	Fire Records PrePlan Hazardous Materials
FPBSPK	Fire Records Building Sprinkler	FRTABE	Table Entries Master (Used for reference only)
Fire - Inspections			
FNMAST	Fire Records Inspection Master	FRFDOC	Document Processing Free Form Documents
FNVIOL	Fire Records Inspection Violation	FRVIOL	Fire Violation Code Master
FRDOCI	Document Processing Document Index		
Fire - Incidents			
FRINCD	Fire Records Incident	FRINCP	Fire Records Incident - Personnel
FRINCA	Fire Records Incident Arson	FRINCR	Fire Records Incident - Hazmat Release
FRADTL	Fire Records - Arson Subject Detail Info	FRINCS	Fire Records Incident – EMS Info
FRCASF	Fire Records Incident - Fire Service	FRINCUI	Fire Records Incident - Units
FRCASN	Fire Records Incident - Civilian Casualty	FRSUBJ	Fire Records Investigation Subject
FREMSP	Fire Records Incident - EMS Patient Info	FRDOCI	Document Processing Document Index
FRINCH	Fire Records Incident - Haz Mat Response	FRFDOC	Document Processing Free Form Documents
FRINCM	Fire Records Incident - Mobile / Equip Involved	FRTABE	Table Entries Master (Used for reference only)
Fire - Investigations			
FIEVID	Fire Records Investigation Evidence	FRSUBJ	Fire Records Investigation Subject
FINVST	Fire Records Investigation Master	FRTABE	Table Entries Master (Used for reference only)

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Fire - Narratives			
FRDOCI	Document Processing Document Index	FRFDOC	Document Processing Free Form Documents
Hazardous Materials			
HMCAS#	Hazardous Materials CAS Number	HMMAST	Hazardous Materials Master File
HMDOCI	Document Processing Document Index	HMNAME	Hazardous Materials Chemical Names
HMFDOC	Document Processing Free Form Documents	HMPROT	Hazardous Materials Protection Rates

Exhibit F / DATA FILE CONVERSION ASSISTANCE

Only one data source for each of the following files to be converted:

Data File Conversion from 3rd Party Source (DrugTrak)

LERMS Application Database

Additional LERMS Modules (from 3rd party)

- Narcotics

EXHIBIT G
CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR
CUSTOM SOFTWARE

1. Definition of Project

New World will provide the **City** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **City's** requirements. **City** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. The **City** may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

- a) Custom Software/Interfaces
 - (1) Custom Time Analysis Report:
 - Create a custom report using the following data from Aegis Enterprise CAD
 - Date Range of Calls
 - Priority of Call
 - Type of Call
 - Calls by Particular Unit
 - (2) Custom Code Zero Report:
 - Create a custom report from Aegis Enterprise CAD to capture calls received where no officer was immediately available
 - (3) Custom Narrative Query:
 - TBD

2. Methodology to Provide Enhancements and/or Custom Software

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **City**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
- (2) Preparation of Requirements Document (RD) to include:
 - Detailed description of the required feature
 - menu samples
 - screen samples
 - report samples
- (3) Programming and programming test.

Exhibit G / CITY REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE

- (4) Training, testing and/or other support services at the Daily Rate. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **the City** will be responsible for the actual Travel Expenses and Time.

For modification requiring over seven (7) days of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **the City** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with City Staff. The City agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to the City .	To be determined
(3) RD is accepted and signed off by City (no programming will be done by New World until the formal sign-off and City's authorization to proceed in writing).	To be determined
(4) New World completes programming from RD and provides modified software to the City .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) City's Responsibility

All **City** requested changes after RD sign-off must be documented by **City** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

EXHIBIT H
DECISION SUPPORT SYSTEMS (DSS) IMPLEMENTATION SERVICES

New World will provide the **City** with implementation of licensed DSS software modules. The implementation will include installation, training, and configuration of DSS modules. The recommended implementation and training shall include:

- a) One or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. The **City** is responsible for ensuring that appropriate command level personnel/decision makers are available for this session.
- b) Solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). **City** sign off will be required on agreed upon requirements of reporting cubes and dashboards.
- c) Installation and configuration of DSS software.
- d) Training session(s) to provide an overview of using each DSS licensed module including basic reporting and dashboard creation and other standard features.

Installation of **City** specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review. This enhanced package includes up to 12 reporting cube(s) or dashboard(s).

EXHIBIT I
ACCEPTANCE TESTING

Each application of Licensed Software shall be deemed to have been accepted upon the successful completion of either Criteria 1 or Criteria 2 (listed below) whichever occurs first. Acceptance Testing is successful under either Criteria 1 or Criteria 2 unless the Licensed Software application contains a warranty defect which substantially impairs the value and **City's** use of the Licensed Software. Any claimed defects must be documented in writing as set forth in Exhibit C.

Criteria 1:

Using Exhibit B support services, **New World** shall assist the **City** in conducting the following software Acceptance Test.

Following published specifications and user manuals using established procedures and controls, the test criteria includes:

1. the successful entering and editing of a representative sample of transactions;
2. the successful processing of a representative sample of file maintenance transactions for the master file transactions; and
3. the successful generation of standard output reports.

Testing under Criteria 1 may be completed before the **City** has gone "live" on the application. If Criteria 1 is used, the **City** agrees to provide the requisite resources to timely complete the Acceptance Test procedure. If the **City** unreasonably delays the start of the Criteria 1 test procedure for more than fourteen (14) calendar days beyond the designated test date, then **City** agrees to work with **New World** to timely test to obtain Acceptance.

Criteria 2:

Successful acceptance of each application of Licensed Software delivered shall be deemed to have occurred at the time the **City** begins using the application of Licensed Software to produce data or output which is distributed for actual use and/or otherwise used as "live data".

EXHIBIT J
INCORPORATION BY REFERENCE OF NEW WORLD'S SOFTWARE SPECIFICATION TEMPLATE
AND BAFO

For the applications licensed on Exhibit A, the **New World** Software Specification Template is incorporated in this **Agreement** by reference.

All items in the **New World** Software Specification Template will be provided to **City** through currently existing Exhibit A software capabilities, **City's** use of 3rd Party software, and/or future enhancements to Exhibit A software provided under Exhibit C.

If **City** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

EXHIBIT K
TRAVEL POLICY

REIMBURSEMENT OF EMPLOYEE BUSINESS EXPENSES

In order to comply with IRS and company policies, all expense reports must be properly documented. “Properly documented” means providing valid receipts, explanations and other information required by company policy. Expenses that are not properly documented will not be reimbursed. This policy is subject to change at New World’s discretion without notice.

1. Receipts

In general: Original detailed receipts from third parties are required for all expenditures except mileage and per diem allowance. (Photocopies of receipts are not acceptable.) Examples of original receipts include: hotel bills, rental car receipts, receipts attached to airline tickets and cash register receipts. Where expenses have been charged to a credit card, the original credit card voucher must be attached as well (Photocopies of vouchers are not acceptable.) A credit card voucher or statement alone is not sufficient for expense report purposes.

For air travel: Boarding passes, ticket stubs and travel agent itineraries must be submitted. For E-tickets: although there is no ticket stub to turn in, employee will submit itineraries and all other documentation provided by the travel agent and airline.

For rental cars: The final rental contract receipt and credit card voucher will be submitted.

All receipts will clearly indicate: Seller’s name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where a receipt is lost or did not get one, provide the above information along with an explanation of why there is no receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted.

2. Business Purpose

Every reimbursable expenditure must have a business purpose associated with it. For travel related expenses, the nature of the trip will be clearly described on the expense report. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

Exhibit K / TRAVEL POLICY

Reimbursable Expenses

The following types of expenses are generally considered reimbursable:

1. Mileage

The **City** shall reimburse for the daily business use of personal vehicle.

The mileage reimbursement covers all variable vehicle expenses, including, but not limited to: gas, oil, tires, insurance, maintenance, licenses, depreciation, wear-and-tear, damage, deductibles, interest, loan or lease payments, replacement rental, liability, etc.

Employees are required to keep accurate records of their business mileage in accordance with IRS regulations. Those records must be made available to the company upon request.

Mileage Reimbursement Rates The costs of driving a vehicle vary depending on the number of miles driven and other factors. Certain costs, like fuel, depreciation, etc., increase with each additional mile driven. Other costs, like insurance, car payments, etc., stay about the same regardless of the number of miles driven and are personal costs, in large part. To address this, New World has two reimbursement mileage rates:

1. Under 400 Miles Per Week: For weeks where your reimbursable mileage is 400 miles or less, you will be reimbursed at the standard rate of \$.43 per mile, or

2. Over 400 Miles Per Week: For weeks where your reimbursable mileage is more than 400 miles, you will be reimbursed at the standard rate of \$.43 per mile for the first 400 miles; All miles driven in excess of 400 miles per week will be reimbursed at the high mileage rate of \$.33 per mile.

2. Parking, Tolls, etc.

The **City** shall reimburse for parking, tolls, and certain other fees associated with vehicle business travel that are not otherwise covered by the mileage reimbursement.

3. Airfare

The authorized mode of air travel for company business in the United States is coach economy class. The company does not pay any premium or additional charge for first class or other upgraded service.

Air travel reservations must be booked through a company-approved travel agent who will bill New World directly for the expense. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs.

Exhibit K / TRAVEL POLICY

4. Rental Cars

Compact cars should normally be rented. Full-size vehicles and vans may only be rented if groups exceeding 4 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars when attending common events with other New World employees.

New World will be reimbursed for normally-priced gasoline we put into rental cars.

National Car Rental (NCR) To save money and better control expenses, the company maintains a corporate account with National Car Rental. We must use National unless they do not have a rental car available at that location. The collision damage waiver and personal accident insurance should be declined on all business rentals made under our regular NCR corporate plan. When renting your vehicle, verify that they are charging you the correct rate, which is usually stated on the itinerary from our travel agent.

5. Ground Transportation

When renting a car is not more economical, the company will be reimbursed by **City** for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt.

6. Per Diem Allowances

Standard Per Diem for Overnight Travel: A standard per diem is paid for each **evening** we stay overnight on business. The standard per diem amount is \$52 for travel within the 48 continental U.S. states and \$62 outside the continental U.S. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses for that evening and the next day.

New World may claim an additional \$26 per diem on the day of return if we arrive home after 7:00 p.m. (i.e., flight must arrive after 6:30 p.m.) You may claim an additional full per diem on the day of your return if you arrive home after midnight (i.e., flight must arrive after 11:30 p.m.)

Standard Per Diem for One-Day Trips: On one-day trips we may depart and return the same day and not spend an evening out of town. In those cases, a \$26 per diem may be claimed if we spend 12 hours or more away from home on company business and travel more than 50 miles away from your office.

7. Lodging

We stay in economy hotels/motels when traveling on company business (examples: Comfort Inns, many Holiday Inns, Hampton Inns, Hilton Garden Inns, and other clean newer motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed unless approved by the President, or Vice President – Finance. Many hotels have government rates or special rates available to Microsoft Business Partners or guests of the city/county. We should always attempt to receive any reduced rate.

Only room charges and taxes will be reimbursed for the days that official company business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

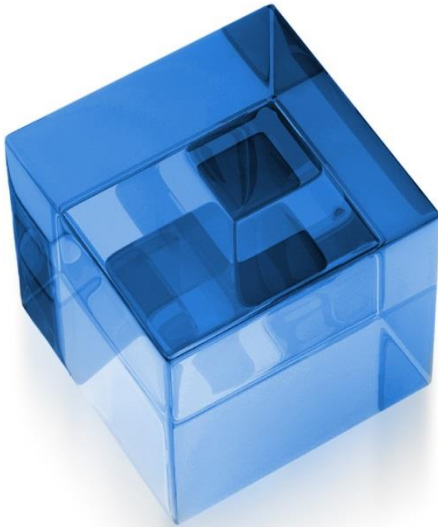
EXHIBIT L
INITIAL IMPLEMENTATION PLAN

New World uses Microsoft Project 2010 as its project management tool for managing tasks, schedules and resources. A initial Microsoft Project Gantt Chart and a initial Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the initial Gantt chart and Project Plan are for illustrative purposes only.

The initial Project Plan dates are calculated based on generic assumptions about typical time frames for completing the tasks included in the plan. The actual Project Schedule could differ significantly from the Initial Plan. The dates included in the initial Project Plan are for illustrative purposes only.

An actual project plan with the appropriate tasks and schedule will be determined upon contract signing and more detailed discussions about the project can take place between the **City** and **New World** staff. The availability of **City** resources to perform tasks, final determination of the overall task list, **City** schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 18-24 months from contract signing through go live. Based on unique **City** circumstances and/or **City** resource constraints, the actual project schedule could differ significantly.

Insert INITIAL PROJECT SCHEDULE



City of Fayetteville, AR

Sample Project Gantt Chart And Project Plan

**Suite of Aegis Public Safety Software
July 15, 2015**

Project Schedule

New World uses Microsoft Project Server as its project management tool for managing tasks, schedules and resources. A sample Microsoft Project Gantt Chart and a sample Project Plan (including Work Breakdown Structure and Resource Groups) are attached. The dates included in the sample Gantt Chart and Project Plan are for illustrative purposes only.

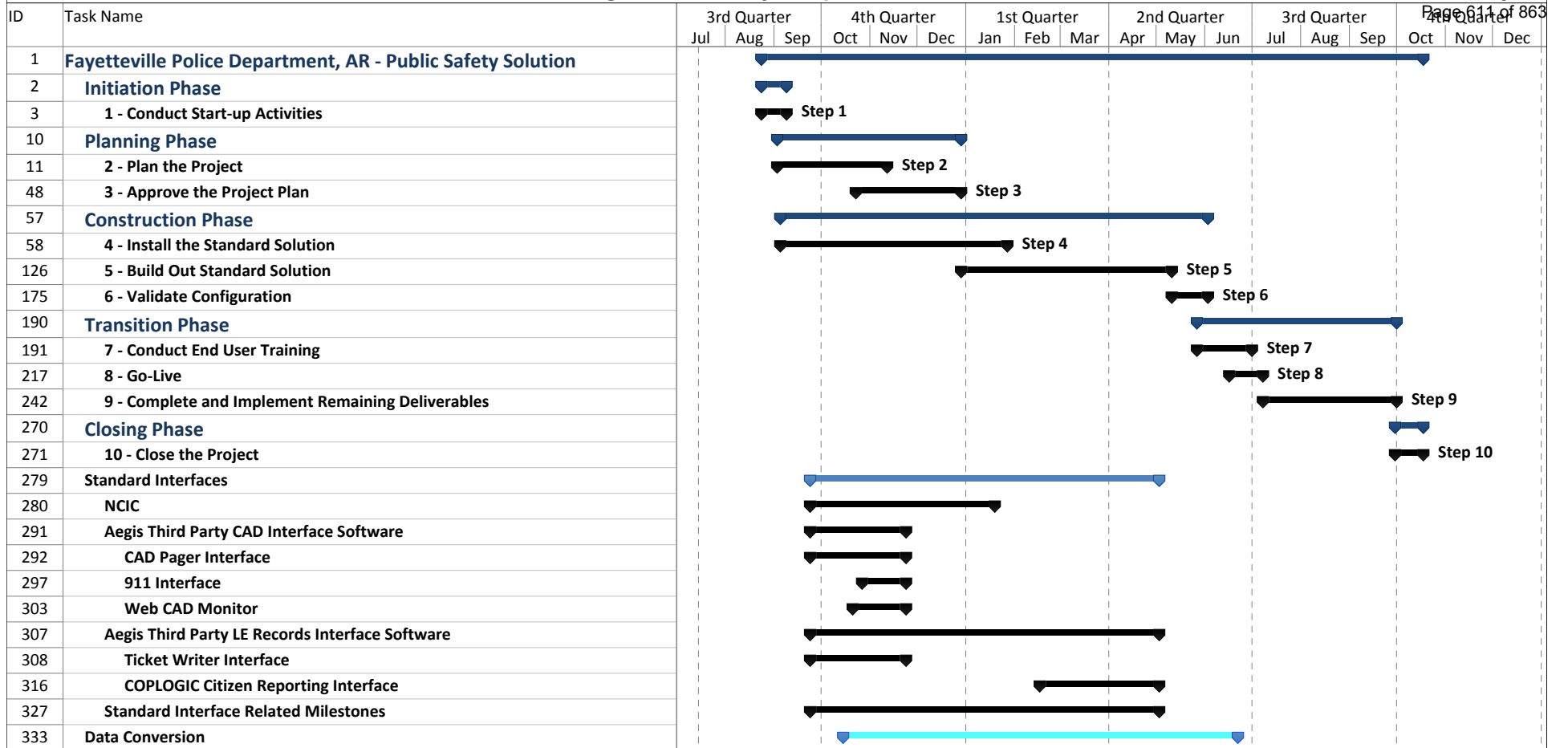
A more precise schedule and WBS with the appropriate tasks and schedule will be determined upon contract award. The availability of resources to perform tasks, final determination of the overall task list, schedule constraints (seasonal peak workloads, vacations, holidays, commitments of resources needed to support local events, etc.) and the actual project start date must be determined. A typical implementation project of this size and scope usually spans 12-18 months from contract signing through go live.

This sample plan assumes a project start date of August 24, 2015 to stagger a month after the start of the Logos Public Administration ERP project. Here is a summary of the sample project schedule:

Sample Project Schedule	
Project Start	August 24, 2015
Construction Start	September 4, 2015
User Training Start	May 27, 2016
Go-Live	July 1, 2016
Project Close	October 17, 2016

Fayetteville Police Department, AR Aegis Public Safety Sample Gantt Chart

Tentative Agenda



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**Fayetteville Police Department, AR
Aegis Public Safety Sample Project Plan**

Tentative Agenda
Page 612 of 863

ID	Task Name	Duration	Start	Finish	Resource Names
1	Fayetteville Police Department, AR - Public Safety Solution	297 days	Mon 8/24/15	Mon 10/17/16	
2	Initiation Phase	11 days	Mon 8/24/15	Tue 9/8/15	
3	1 - Conduct Start-up Activities	11 days	Mon 8/24/15	Tue 9/8/15	
4	Execute Agreement	0 days	Mon 8/24/15	Mon 8/24/15	
5	Deliver Licensed Standard Software	1 day	Tue 9/8/15	Tue 9/8/15	Aegis Project Manager
6	Complete Start-up Communication	9 days	Wed 8/26/15	Tue 9/8/15	
9	Step 1 Complete	0 days	Tue 9/8/15	Tue 9/8/15	
10	Planning Phase	80 days	Thu 9/3/15	Mon 12/28/15	
11	2 - Plan the Project	49 days	Thu 9/3/15	Wed 11/11/15	
12	Perform Discovery	2 days	Wed 9/9/15	Thu 9/10/15	
15	Establish Executive Relationship and Expectations	0.13 days	Thu 9/24/15	Thu 9/24/15	
17	Establish Project Methods, Acceptance Criteria, and Governance	14 days	Thu 9/3/15	Wed 9/23/15	
20	Draft and Present the Project Plan	44 days	Thu 9/10/15	Wed 11/11/15	
21	Train and Assist Customer to build Data Collection Workbook	0.5 days	Thu 9/24/15	Thu 9/24/15	Aegis MSP Prof Svc
22	Conduct Planning Calls	1 day	Thu 9/24/15	Thu 9/24/15	
28	Plan for Compliance Submission(s)	2 days	Thu 9/24/15	Fri 9/25/15	
30	Draft Supporting Plans	18.75 days	Thu 9/24/15	Tue 10/20/15	
31	Draft Technical Services Configuration Plan	1 day	Thu 9/24/15	Fri 9/25/15	Aegis System Assurance
32	Draft GIS Plan	1 day	Thu 9/24/15	Fri 9/25/15	Aegis System Assurance (GIS)
33	Draft Initial Data Conversion Plan	1 day	Tue 10/20/15	Tue 10/20/15	Aegis Conv Lead
34	Draft Requirements Definitions (if required)	4 wks	Fri 9/11/15	Thu 10/8/15	Aegis Solution Consulting (Custom)
35	Gather Specific Forms Requirements	0 days	Thu 9/10/15	Thu 9/10/15	
36	Property Notification Letter (Standard with LERMS Property Room)	0 days	Thu 9/10/15	Thu 9/10/15	
38	Victim Notification Letters (Standard with LERMS Case Management)	0 days	Thu 9/10/15	Thu 9/10/15	
40	Provide Functional Specification Review <<if Acceptance Testing service	2 days	Thu 9/24/15	Fri 9/25/15	
43	Draft the Project Plan (MPP)	2 wks	Wed 10/21/15	Tue 11/3/15	Aegis Project Manager
44	Obtain NWS Senior Management Approval of Draft Project Plan	5 days	Wed 11/4/15	Tue 11/10/15	Aegis Project Manager
45	Present Requirements Definitions (if required)	1 day	Fri 10/9/15	Fri 10/9/15	Aegis Project Manager
46	Present Project Plans (including all supporting plans)	1 day	Wed 11/11/15	Wed 11/11/15	Aegis Project Manager,Aegis Customer
47	Step 2 Complete	0 days	Wed 11/11/15	Wed 11/11/15	
48	3 - Approve the Project Plan	45 days	Thu 10/22/15	Mon 12/28/15	
49	Review and Approve Requirements Definitions Complete (if required)	0 days	Thu 10/22/15	Thu 10/22/15	Aegis Project Manager,Aegis Customer
50	Estimate Release Timing for Custom Enhancements Complete (if required)	0 days	Thu 11/19/15	Thu 11/19/15	Aegis Project Manager
51	Review and Approval of Initial Data Conversion Analysis and Plan	2 wks	Thu 11/12/15	Wed 11/25/15	Aegis Customer
52	Finalize the Project Plan	2 wks	Fri 11/27/15	Thu 12/10/15	Aegis Project Manager
53	Review and Approve Project Plan (MPP)	11 days	Fri 12/11/15	Mon 12/28/15	
56	Step 3 complete	0 days	Mon 12/28/15	Mon 12/28/15	
57	Construction Phase	190 days	Fri 9/4/15	Thu 6/2/16	
58	4 - Install the Standard Solution	98.25 days	Fri 9/4/15	Wed 1/27/16	
59	Complete Technical System Setup and Training	98.25 days	Fri 9/4/15	Wed 1/27/16	
60	Complete Aegis Suite Technical System Setup and Training	71.25 days	Wed 9/9/15	Fri 12/18/15	
61	Prepare Initial Database	26.63 days	Wed 9/9/15	Thu 10/15/15	
62	State Compliance	0.5 days	Wed 9/9/15	Wed 9/9/15	

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ID	Task Name	Duration	Start	Finish	Resource Names
64	State Statutes	2.13 days	Wed 9/9/15	Fri 9/11/15	
68	Customer Data	10.13 days	Thu 10/1/15	Thu 10/15/15	
71	Conduct GIS Setup and Training	46 days	Wed 9/9/15	Wed 11/11/15	
72	Provide Required GIS Data to New World	20 days	Wed 9/9/15	Tue 10/6/15	Aegis Customer
73	Preliminary Review of GIS Data	1 day	Wed 10/7/15	Wed 10/7/15	Aegis System Assurance (GIS)
74	Update GIS Data	10 days	Thu 10/8/15	Wed 10/21/15	Aegis Customer
75	Primary Review of GIS Data	5 days	Thu 10/22/15	Wed 10/28/15	Aegis System Assurance (GIS)
76	Customer to Update GIS Data - based upon Preliminary Review	7 days	Thu 10/29/15	Fri 11/6/15	Aegis Customer
77	Provide Required GIS Data to New World	1 day	Mon 11/9/15	Mon 11/9/15	Aegis Customer
78	Install and Test GIS Data	1 day	Tue 11/10/15	Tue 11/10/15	Aegis System Assurance (GIS)
79	Provide Overview of GIS within Aegis and Update Process	1 day	Wed 11/11/15	Wed 11/11/15	Aegis System Assurance (GIS)
80	Procure and Install ArcEditor	12 days	Mon 10/12/15	Wed 10/28/15	
83	Complete Aegis Technical System Setup	60 days	Thu 9/24/15	Fri 12/18/15	
97	Complete Mobile Technical System Setup	98.25 days	Tue 9/8/15	Wed 1/27/16	
98	Mobile Preparation	56.5 days	Wed 9/9/15	Fri 11/27/15	
103	Mobile Messaging	98.25 days	Tue 9/8/15	Wed 1/27/16	
117	Complete Messaging for NCIC System Setup	73.25 days	Fri 9/4/15	Mon 12/21/15	
123	Aegis Technical Services Complete	0 days	Fri 11/20/15	Fri 11/20/15	
124	Mobile Technical Services Complete	0 days	Wed 1/27/16	Wed 1/27/16	
125	Step 4 complete	0 days	Wed 1/27/16	Wed 1/27/16	
126	5 - Build Out Standard Solution	95 days	Tue 12/29/15	Tue 5/10/16	
127	Build Out the Applications	95 days	Tue 12/29/15	Tue 5/10/16	
128	CAD	90 days	Tue 12/29/15	Tue 5/3/16	
129	Review and Build Out - Week 1 - CAD	5 days	Tue 12/29/15	Tue 1/5/16	Aegis Customer,Aegis MSP Prof Svc
130	Review and Build Out - Project Manager	2 days	Tue 12/29/15	Wed 12/30/15	Aegis Project Manager
131	Complete Build Tasks, Application Testing & Internal Process	8 wks	Wed 1/6/16	Tue 3/1/16	Aegis Customer
132	Review and Build Out - Week 2 - CAD	5 days	Wed 3/2/16	Tue 3/8/16	Aegis Customer,Aegis MSP Prof Svc
133	Complete Build Tasks, Application Testing & Internal Process	8 wks	Wed 3/9/16	Tue 5/3/16	Aegis Customer
134	LERMS	50 days	Wed 1/6/16	Tue 3/15/16	
135	Review and Build Out - Week 1 - LERMS	5 days	Wed 1/6/16	Tue 1/12/16	Aegis Customer,Aegis MSP Prof Svc
136	Review and Build Out - Project Manager	2 days	Wed 1/6/16	Thu 1/7/16	Aegis Project Manager
137	Complete Build Tasks, Application Testing & Internal Process	4 wks	Wed 1/13/16	Tue 2/9/16	Aegis Customer
138	Review and Build Out - Week 2 - LERMS	5 days	Wed 2/10/16	Tue 2/16/16	Aegis Customer,Aegis MSP Prof Svc
139	Complete Build Tasks, Application Testing & Internal Process	4 wks	Wed 2/17/16	Tue 3/15/16	Aegis Customer
140	Field Reporting	74.75 days	Wed 1/27/16	Tue 5/10/16	
141	Build & Deploy Field Reporting Forms (as necessary)	5 days	Wed 1/27/16	Wed 2/3/16	
142	Build Incident Supplement template	0.5 days	Wed 1/27/16	Wed 1/27/16	Aegis Solution Consulting (State Compliance)
143	Build State Case & Case Supplement templates	2 days	Wed 1/27/16	Fri 1/29/16	Aegis Solution Consulting (State Compliance)
144	Build State Arrest template	1 day	Fri 1/29/16	Mon 2/1/16	Aegis Solution Consulting (State Compliance)
145	Build Impound Vehicle template	1 day	Mon 2/1/16	Tue 2/2/16	Aegis Solution Consulting (State Compliance)
146	Build Field Investigations template	0.5 days	Tue 2/2/16	Wed 2/3/16	Aegis Solution Consulting (State Compliance)
147	Deploy Field Reporting Forms	5 days	Wed 2/17/16	Tue 2/23/16	Aegis Mobile Prof Svc
148	Deploy Accident Field Reports	5 days	Wed 2/24/16	Tue 3/1/16	Aegis Mobile Prof Svc

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ID	Task Name	Duration	Start	Finish	Resource Names
149	Review and Form Adjust - Field Reporting	5 days	Wed 3/9/16	Tue 3/15/16	Aegis Customer,Aegis Mobile Prof Svc
150	Review and Form Adjust - Field Reporting - Project Manager	1 day	Wed 3/9/16	Wed 3/9/16	Aegis Project Manager
151	Application Testing & Internal Process Development - Field Reporting	8 wks	Wed 3/16/16	Tue 5/10/16	Aegis Customer
152	Mobile Messaging	25 days	Wed 3/2/16	Tue 4/5/16	
153	Deploy Mobile - NCIC Parcing	5 days	Wed 3/2/16	Tue 3/8/16	Aegis Mobile Prof Svc
154	Application Testing & Internal Process Development - Mobile Messaging	4 wks	Wed 3/9/16	Tue 4/5/16	Aegis Customer
155	Fire RMS	20 days	Wed 1/13/16	Tue 2/9/16	
156	Review and Build Out - Fire Records	5 days	Wed 1/13/16	Tue 1/19/16	Aegis Customer,Aegis MSP Prof Svc
157	Complete Build Tasks, Application Testing & Internal Process	5 days	Wed 1/20/16	Tue 1/26/16	Aegis Customer
158	Review and Build Out - Week 2 - Fire Records	5 days	Wed 1/27/16	Tue 2/2/16	Aegis Customer,Aegis MSP Prof Svc
159	Complete Build Tasks, Application Testing & Internal Process	5 days	Wed 2/3/16	Tue 2/9/16	Aegis Customer
160	Final System Configuration Review	5 days	Wed 5/4/16	Tue 5/10/16	Aegis MSP Prof Svc,Aegis Customer
161	Build Out Specific Modules and Standard Interfaces	79 days	Wed 1/13/16	Mon 5/2/16	
162	Property Notification Letter (Standard with LERMS Property Room)	0.5 days	Wed 1/13/16	Wed 1/13/16	
163	Configure and Deliver Property Notification Letter	4 hrs	Wed 1/13/16	Wed 1/13/16	Aegis MSP Prof Svc
164	Victim Notification Letters (Standard with LERMS Case Management)	0.5 days	Wed 1/13/16	Wed 1/13/16	
165	Configure and Deliver Victim Notification Letter	4 hrs	Wed 1/13/16	Wed 1/13/16	Aegis MSP Prof Svc
166	Property Room Bar Code - LERMS	25 days	Wed 1/20/16	Tue 2/23/16	
167	Authorize Ordering of Property Room Barcode Kit	0 days	Wed 1/20/16	Wed 1/20/16	Aegis Project Manager
168	Install and Setup Wireless Infrastructure, Handheld Devices - charge	5 days	Wed 2/3/16	Tue 2/9/16	Aegis Customer
169	Install and Configure Property Room Bar Code Software	1 day	Tue 2/16/16	Tue 2/16/16	Aegis MSP Prof Svc
170	Complete Property Data Entry and Label Generation	5 days	Wed 2/17/16	Tue 2/23/16	Aegis Customer
171	Public Safety Lineups/Mug Shots - LERMS	0.5 days	Wed 2/17/16	Wed 2/17/16	
172	Install & Configure Mug Shot Interface	0.5 days	Wed 2/17/16	Wed 2/17/16	Aegis MSP Prof Svc
173	Standard Interfaces Configuration Complete	0 days	Mon 5/2/16	Mon 5/2/16	
174	Step 5 Complete	0 days	Tue 5/10/16	Tue 5/10/16	
175	6 - Validate Configuration	17 days	Wed 5/11/16	Thu 6/2/16	
176	Conduct Functional Test	3 days	Wed 5/11/16	Fri 5/13/16	
180	Update Configuration Settings and Workflows	5 days	Mon 5/16/16	Fri 5/20/16	
183	Final Data Conversion Test Run and Final Testing Complete	0 days	Thu 5/19/16	Thu 5/19/16	
184	Prepare Go-Live Plan	9 days	Mon 5/23/16	Thu 6/2/16	
188	Finalize Training Plans	2 days	Mon 5/23/16	Tue 5/24/16	Aegis Project Manager,Aegis Customer
189	Step 6 Complete	0 days	Thu 6/2/16	Thu 6/2/16	
190	Transition Phase	91 days	Fri 5/27/16	Fri 9/30/16	
191	7 - Conduct End User Training	25 days	Fri 5/27/16	Thu 6/30/16	
192	Trainer Preparation	1 day	Fri 5/27/16	Fri 5/27/16	
193	Prepare Aegis Suite Trainers	1 day	Fri 5/27/16	Fri 5/27/16	Aegis MSP Prof Svc
194	LERMS Training Delivered by New World	5 days	Fri 6/3/16	Thu 6/9/16	
195	Train the Trainers - LERMS	5 days	Fri 6/3/16	Thu 6/9/16	Aegis MSP Prof Svc,Aegis Customer
196	LERMS Training Delivered by Customer	10 days	Fri 6/10/16	Thu 6/23/16	
197	Train the End Users - LERMS week 1	5 days	Fri 6/10/16	Thu 6/16/16	Aegis Customer
198	Train the End Users - LERMS week 2 (Depending Upon Size and Number of	5 days	Fri 6/17/16	Thu 6/23/16	Aegis Customer
199	Fire Training Delivered by New World	5 days	Fri 6/3/16	Thu 6/9/16	

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ID	Task Name	Duration	Start	Finish	Resource Names
200	Train the Trainers - Fire RMS	5 days	Fri 6/3/16	Thu 6/9/16	Aegis MSP Prof Svc,Aegis Customer
201	Fire Training Delivered by Customer	5 days	Fri 6/10/16	Thu 6/16/16	
202	Train the End Users - Fire RMS week 1	2.5 days	Fri 6/10/16	Tue 6/14/16	Aegis Customer
203	Train the End Users - Fire RMS week 2 (Depending Upon Size and Number	2.5 days	Tue 6/14/16	Thu 6/16/16	Aegis Customer
204	Mobile Training Delivered by New World	10 days	Fri 6/3/16	Thu 6/16/16	
205	Train the Trainers - Mobile Law Enforcement + Prep and Solution	5 days	Fri 6/3/16	Thu 6/9/16	Aegis Customer,Aegis Mobile Prof Svc
206	Train the Trainers - Mobile Fire + Prep and Soution Assurance	5 days	Fri 6/10/16	Thu 6/16/16	Aegis Customer,Aegis Mobile Prof Svc
207	Mobile Training Delivered by Customer	15 days	Fri 6/10/16	Thu 6/30/16	
208	Train the End Users - Mobile Law Enforcement	10 days	Fri 6/10/16	Thu 6/23/16	Aegis Customer
209	Train the End Users - Mobile Fire	10 days	Fri 6/17/16	Thu 6/30/16	Aegis Customer
210	CAD Training Delivered by New World	10 days	Fri 6/3/16	Thu 6/16/16	
211	Train the End Users - CAD week 1	5 days	Fri 6/3/16	Thu 6/9/16	Aegis MSP Prof Svc,Aegis Customer
212	Train the End Users - CAD week 2 (Depending Upon Size and Number of	5 days	Fri 6/10/16	Thu 6/16/16	Aegis Customer,Aegis MSP Prof Svc
213	Post Go-Live Training Plan Refinement	5.13 days	Fri 6/3/16	Fri 6/10/16	
214	Assess areas that need further training	1 hr	Fri 6/3/16	Fri 6/3/16	Aegis Customer,Aegis Project Manager,Aegis MSP Prof Svc
215	Develop Post Go-Live Training Plan	5 days	Fri 6/3/16	Fri 6/10/16	Aegis Project Manager,Aegis Customer
216	Step 7 Complete	0 days	Thu 6/30/16	Thu 6/30/16	
217	8 - Go-Live	15.5 days	Thu 6/16/16	Thu 7/7/16	
218	Execute Go-Live Preparation	7.5 days	Thu 6/16/16	Tue 6/28/16	
219	Conduct Pre-Go-Live Readiness Assessment - SA	0.5 days	Thu 6/16/16	Fri 6/17/16	Aegis System Assurance
220	Respond to Issues Found in SA Pre-Go-Live Readiness Assessment (if	1 day	Fri 6/17/16	Fri 6/17/16	Aegis System Assurance
221	Execute the Pre-Go-Live Checklist	2 days	Fri 6/24/16	Tue 6/28/16	Aegis Project Manager
222	Perform Go-Live Data Conversions (when applicable)	0 days	Fri 7/1/16	Fri 7/1/16	
223	Go-Live	5 days	Fri 7/1/16	Thu 7/7/16	
224	Execute Go-Live Plan	1 day	Fri 7/1/16	Fri 7/1/16	Aegis Project Manager
225	Complete Go-Live Checklist	4 days	Mon 7/4/16	Thu 7/7/16	Aegis Project Manager
226	Support and Control Go-Live	5 days	Fri 7/1/16	Thu 7/7/16	
227	CAD Live Support	5 days	Fri 7/1/16	Thu 7/7/16	
230	LERMS Live Support	5 days	Fri 7/1/16	Thu 7/7/16	
235	Mobile Live Support	5 days	Fri 7/1/16	Thu 7/7/16	
237	Fire RMS Live Support	5 days	Fri 7/1/16	Thu 7/7/16	
239	Provide Onsite Live Support - Standard Interfaces	5 days	Fri 7/1/16	Thu 7/7/16	Aegis Standard Interfaces
240	Turnover Support from Project Team to New World Customer Support	1 hr	Thu 7/7/16	Thu 7/7/16	Aegis Project Manager,Aegis Support
241	Step 8 Complete	0 days	Thu 7/7/16	Thu 7/7/16	
242	9 - Complete and Implement Remaining Deliverables	61 days	Thu 7/7/16	Fri 9/30/16	
243	Perform Post-Go-Live Data Conversions	0 days	Thu 7/7/16	Thu 7/7/16	
244	Remaining Conversions Complete	0 days	Thu 7/7/16	Thu 7/7/16	
245	Provide Post Go-Live Training & Support	5 days	Fri 7/8/16	Thu 7/14/16	
246	Post Go-live on site support - Aegis	5 days	Fri 7/8/16	Thu 7/14/16	Aegis MSP Prof Svc
247	Post Go-live on site support - Mobile	5 days	Fri 7/8/16	Thu 7/14/16	Aegis Mobile Prof Svc
248	Complete State Compliance Enhancements and Submission	15 days	Thu 7/7/16	Thu 7/28/16	
249	Execute Compliance Submission(s) Plan	3 days	Mon 7/25/16	Wed 7/27/16	
251	Mobile Accidents Deployment	15 days	Thu 7/7/16	Thu 7/28/16	

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ID	Task Name	Duration	Start	Finish	Resource Names
256	Complete DSS and DA&M and System Setup and Training	11 days	Fri 9/16/16	Fri 9/30/16	
257	Data Analysis/Crime Mapping/Management Reporting Training	0.5 days	Mon 9/26/16	Mon 9/26/16	
258	CAD - DA&M Training	0.5 days	Mon 9/26/16	Mon 9/26/16	Aegis MSP Prof Svc
259	LERMS - DA&M Training	0.5 days	Mon 9/26/16	Mon 9/26/16	Aegis MSP Prof Svc
260	Fire - DA&M Training	0.5 days	Mon 9/26/16	Mon 9/26/16	Aegis MSP Prof Svc
261	Decision Support Software Training	11 days	Fri 9/16/16	Fri 9/30/16	
262	Conduct Decision Support Requirements Gathering / Training Planning	1 hr	Fri 9/16/16	Fri 9/16/16	Aegis Standard Interfaces
263	Law Enforcement Management Data Mart Training	1 day	Mon 9/26/16	Mon 9/26/16	Aegis Standard Interfaces
264	Dashboards for Law Enforcement Training	0.5 days	Tue 9/27/16	Tue 9/27/16	Aegis Standard Interfaces
265	Law Enforcement DSS Enhanced Lab Training <remove if not sold the	1 day	Tue 9/27/16	Wed 9/28/16	Aegis Standard Interfaces
266	Fire Management Data Mart Training	1 day	Wed 9/28/16	Thu 9/29/16	Aegis Standard Interfaces
267	Dashboards for Fire Management Training	0.5 days	Thu 9/29/16	Thu 9/29/16	Aegis Standard Interfaces
268	Fire Management DSS Enhanced Lab Training <remove if not sold the	1 day	Fri 9/30/16	Fri 9/30/16	Aegis Standard Interfaces
269	Step 9 complete	0 days	Thu 9/29/16	Thu 9/29/16	
270	Closing Phase	12 days	Fri 9/30/16	Mon 10/17/16	
271	10 - Close the Project	12 days	Fri 9/30/16	Mon 10/17/16	
272	Verify All Contracted Items are Delivered and Payments are Collected	5 days	Fri 9/30/16	Thu 10/6/16	
275	Transition from Project Team to Ongoing Account Team Members	7 days	Fri 10/7/16	Mon 10/17/16	
278	Step 10 Complete	0 days	Mon 10/17/16	Mon 10/17/16	
279	Standard Interfaces	155 days	Wed 9/23/15	Mon 5/2/16	
280	NCIC	80.25 days	Thu 9/24/15	Tue 1/19/16	
281	Setup NCIC Install & Training Plan Conference Call	1 hr	Thu 9/24/15	Thu 9/24/15	Aegis Project Manager
282	Conduct NCIC Install & Training Plan Conference Call	1 hr	Thu 9/24/15	Thu 9/24/15	Aegis 3rd Party Software Vendor,Aegis Standard Interfaces,Aegis Cust
283	Confirm dates with Customer for NCIC Interface Install	3 days	Tue 11/17/15	Fri 11/20/15	Aegis Project Manager
284	NCIC Base Interface Install	4 days	Mon 12/21/15	Mon 12/28/15	Aegis Standard Interfaces
285	On Line CAD Interface Install	1 day	Mon 12/28/15	Tue 12/29/15	Aegis Standard Interfaces
286	On-Line Global Subjects Install	3 days	Tue 12/29/15	Mon 1/4/16	Aegis Standard Interfaces
287	On-Line Wants and Warrants Install	3 days	Mon 1/4/16	Thu 1/7/16	Aegis Standard Interfaces
288	On-Line Property Install	5 days	Thu 1/7/16	Thu 1/14/16	Aegis Standard Interfaces
289	On Site NCIC Interface Training	3 days	Thu 1/14/16	Tue 1/19/16	Aegis Customer,Aegis Standard Interfaces
290	NCIC Interface Sign Off	0 days	Tue 1/19/16	Tue 1/19/16	Aegis Customer,Aegis Standard Interfaces
291	Aegis Third Party CAD Interface Software	43 days	Thu 9/24/15	Mon 11/23/15	
292	CAD Pager Interface	43 days	Thu 9/24/15	Mon 11/23/15	
297	911 Interface	20 days	Tue 10/27/15	Mon 11/23/15	
303	Web CAD Monitor	24 days	Wed 10/21/15	Mon 11/23/15	
307	Aegis Third Party LE Records Interface Software	155 days	Thu 9/24/15	Mon 5/2/16	
308	Ticket Writer Interface	43 days	Thu 9/24/15	Mon 11/23/15	
316	COPLOGIC Citizen Reporting Interface	54 days	Wed 2/17/16	Mon 5/2/16	
327	Standard Interface Related Milestones	155 days	Wed 9/23/15	Mon 5/2/16	
333	Data Conversion	176 days	Thu 10/15/15	Tue 6/21/16	

EXHIBIT M
THIRD PARTY HARDWARE ENVIRONMENT

RECOMMENDED SYSTEM HARDWARE

SERVERS

Host Servers

- (2) Dell PowerEdge 630 (1U) Rack Server (Or Similar)
 - (2) Intel Xeon E5-2650 2.3GHz, 2133MHz, 10C Processors
 - 128GB 2133MHz RDIMMs (Memory)
 - Internal Dual SD Module with 8GB SD Card
 - Embedded SATA Controller
 - (1) Broadcom 5720 Quad Port 1GB NIC (Integrated)
 - (1) Broadcom 5719 Quad Port 1GB NIC (PCIe)
 - Redundant 750W Hot Swappable Power Supplies
 - DVD/ROM, SATA, Internal
 - 3 Year ProSupport and Mission Critical 24X7X4 Hour Onsite

Storage Array (SAN)

- (1) Dell EqualLogic PS4100XV 2U iSCSI SAN (Or Similar)
 - (12) 600GB 15K-RPM 3.5" SAS Hot Swap Disk Drives (7.2TB RAW)
 - Dual Controllers with 4GB Battery Backed Cache Memory
 - Supports RAID 5, RAID 6, RAID 10, RAID 50
 - 2 GB Ethernet Network Interfaces Per Controller (4 Total)
 - Redundant Hot Swappable Controllers, Power Supplies, Cooling Fans
 - Includes EqualLogic Array, Host, and Management Software
 - 3 Year ProSupport for IT and Mission Critical 24X7X4 Hour Onsite

SYSTEM SOFTWARE

Host Servers

- (2) Windows Server 2012 (R2) - Datacenter Edition, 2 Processors
- (100) Microsoft Windows Server 2012 - User/Device CALs (Estimated)
- (4) SQL Server 2014 - Standard Core Edition (8 vCPUs Total)
- (1) VMware Essentials Plus 6 - Includes vSphere & vCenter for 3 Hosts, 1 Yr.
- SNS
- (2) Microsoft Word 2010 (Production and Test)
- (2) Microsoft Excel 2010 (Production and Test)

EXHIBIT M / THIRD PARTY HARDWARE ENVIRONMENT

RECOMMENDED VIRTUAL MACHINE SPECIFICATIONS

SPECIFICATIONS

CAD Enterprise Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Aegis Application Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (Estimate - File Storage)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Database Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- 250GB Virtual Disk (SQL)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit
- SQL Server 2012 - Standard Edition, 64-Bit

Decision Support Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- 100GB Virtual Disk (SQL)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit
- SQL Server 2012 - Standard Edition, 64-Bit

GIS Server

- 4 vCPUs
- 16GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Enterprise Security Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

EXHIBIT M / THIRD PARTY HARDWARE ENVIRONMENT

Mobile Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Aegis Link Server

- 2 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

CAD Enterprise Test/Training Server

- 2 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Aegis Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- 500GB Virtual Disk (File Storage)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

Mobile Test/Training Server

- 2 vCPUs
- 4GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

VMware vCenter Management Server

- 4 vCPUs
- 8GB Memory
- 100GB Virtual Disk (OS)
- Windows Server 2012 (R2) - Standard Edition, 64-Bit

EXHIBIT M / THIRD PARTY HARDWARE ENVIRONMENT

MESSAGE SWITCH

SYSTEM HARDWARE

IBM POWER 7 Model 710 Express 8231-E1D

- (2) RDX 320GB Removable Disk Drives (System Backup)
- USB Internal Docking Station for Removable RDX Disk Drives
- PCIe2 LP 4-Port 1GbE Adapter
- (2) 146GB 15K-RPM SFF SAS Disk Drives
- Primary OS - AIX
- 8GB System Memory
- Power GXT145 Graphics Adapter
- (2) 1725W AC Power Supplies (Primary & Redundant)
- SATA Slimline DVD-RAM
- (2) 6' Power Cords, 125V, 15A - Plug Type #4
- Chassis with One Processor Planar
- 4 Core 3.6GHz POWER 7 Processor Module
- (2) Factory Deconfiguration of 1-Core
- Language Group Specify - US English

SYSTEM SOFTWARE

IBM POWER 7 Model 710 Express 8231-E1D

- IBM AIX Standard Edition Ver. 7.1
- Per Processor Activation, 2 Core
- DVD Process Charge

IBM SERVICES

IBM POWER 7 Model 710 Express 8231-E1D

- 3 Year HW/SW Maintenance, 24X7X4 WSU

EXHIBIT M / THIRD PARTY HARDWARE ENVIRONMENT

RECOMMENDED CLIENT SPECIFICATIONS

DESCRIPTION

Call Taker/Dispatcher Workstation

- Intel Core i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 8GB System Memory
- Keyboard, Mouse, DVD-ROM
- 25GB Available Hard Drive Space
- Integrated GB Ethernet
- Integrated Audio w/External Speakers (Audible Alerts)
- (3) 19" / 21" Flat Panel Color Monitors - DVI/DP
- Dual/Quad Port Graphics with 2GB Memory and Shader Model Graphics

RMS/JMS Workstation

- Intel Core i5/i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 4GB System Memory
- Keyboard, Mouse, DVD-ROM
- 25GB Available Hard Drive Space
- Integrated GB Ethernet
- (1) 19" / 21" Flat Panel Color Monitor - DVI/DP
- Standard/Integrated Graphics Adapter

Mobile Data Computer

- Intel Core i5/i7 Processor
- Windows 7 Professional / Windows 8.1 Professional
- 4GB System Memory
- 25GB Available Hard Drive Space
- 13.3" LCD Display (Touchscreen Optional)
- Backlit Keyboard, DVD-ROM
- Optional Integrated 4G/LTE Mobile Broadband w/GPS

Windows Tablet

- Intel Core i5 Processor
- Windows 8.1 Professional
- 4GB System Memory
- 64GB Storage Capacity (SD/Micro SD)
- 10.1" 1920 X 1200 LED Display
- WiFi 802.11a/b/g/n
- Optional Integrated 4G/LTE Mobile Broadband w/GPS

EXHIBIT O
SOFTWARE PERFORMANCE TEST CRITERIA

The Exhibit A Licensed Standard Software will provide satisfactory performance to satisfy the current processing requirements of the **City** based upon certain conditions. This statement is conditioned on current master file sizes up to 200% of current transaction volumes, and reasonable history retention requirements including AS/400 data. It is also conditioned upon the **City's** agreement not to add other applications, other than system administrative software such as anti-virus or back-up software, in addition to those listed on Exhibit A, and not to use any third party software products or hardware in a way that impacts software performance. This statement is further conditioned upon the **City** balancing the computer system properly, including but not limited to, backups, file purges, tuning the system as required, and/or any other items that may impact performance.

CAD Software Satisfactory Performance is defined as response time of one (1) second or less in over 90% of the input or inquiry transactions during any measured one (1) hour period; plus an average response time of three (3) seconds or less in 98% or more of the input or inquiry transactions during any measured one (1) hour period.

LERMS and Field Reporting Software Satisfactory Performance is defined as response time of one (1) second or less in over 80% of the input or inquiry transactions during any measured one (1) hour period; plus a response time of three (3) seconds or less in 90% or more of the input or inquiry transactions during any measured one (1) hour period.

Satisfactory performance measurements exclude factors outside of New World's control include responses from external systems such as State/NCIC and latency of commercial wireless providers, i.e. Verizon, AT&T.

Given the above definition, should the Exhibit A software not perform satisfactorily, then the **City** shall notify New World in writing and New World shall have ten (10) days to determine if the unsatisfactory performance is related to New World products or is related to other factors not part of the New World software (see examples above). New World shall have reasonable access to the **City** during the ten (10) day correction period and shall be able to make any adjustments necessary to improve system performance. These adjustments may include making changes to the Licensed Software to improve system performance. New World shall document adjustments made and notify the **City** in writing of the adjustments. If requested by the **City**, and using Exhibit B support services, New World shall train the **City** on how to make adjustments. After ten (10) days, if the system performance has not improved, and should the unsatisfactory performance be attributable solely to the New World Software, then New World shall provide additional computer capacities (memory, disk storage) at New World's cost to improve the performance. The additional computer capacities will be added within thirty (30) days of the thirty (30) day correction period ending.

For purposes of this software performance section, any New World time involved in selecting equipment, interfacing software or hardware, tuning or balancing the system, resolving **City** problems, and/or other activities performed on the **City's** behalf to initially start up or improve hardware or software performance will be performed using Exhibit B support service guidelines and fees. As defined above, given written notice of software performance deficiencies by the **City**, the New World time spent during the 30-day correction period to evaluate the alleged deficiencies will not be billable to the **City** unless New World can document and demonstrate that the alleged deficiencies are not due to deficiencies of the Exhibit A software, in which case the time spent by New World during the 30-day correction period would be billed to the **City**.

The software performance statement set forth in this Exhibit expires six months from the date the Computer Aided Dispatch and Mobile Messaging applications have gone into "live use", at which time the priority levels in Exhibit C shall control.

APPENDIX 1
AGREEMENT AND AUTHORIZATION FOR PROCUREMENT
OF THIRD PARTY PRODUCTS AND SERVICES

The attached configuration (Exhibit 1) describes the Third Party products and services that **New World** will obtain for the **City**. By execution of this **Agreement**, the **City** authorizes **New World** to order the Exhibit 1 products for delivery to:

Fayetteville Police Department
Attn: Chief Greg Tabor
100 West Rock Street
Fayetteville, AR 72701

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

The **City** is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. The **City** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **City's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

The Exhibit 1 components and cost may only be changed by mutual agreement of the parties. If a change order in the configuration requires additional costs, **New World** shall notify the **City** of the additional costs and with the **City's** approval these costs shall be borne by the **City**. Without such approval, the change order will not be processed.

The **City** shall or may be required to execute selected agreements with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **City's** authorized signature on said Agreements. The **City** shall receive the benefit of all warranties, services, etc. provided for in the Agreements.

Exhibit 1

CONFIGURATION

1. THIRD PARTY PRODUCTS AND SERVICES

THIRD PARTY SOFTWARE

a. Embedded Third Party Software

(includes all Third Party executable components)

b. GIS Software ²¹

CAD

- CAD Workstations using ArcGIS Engine Runtime (11 workstations)

Mobile

- Mobile In-Car Mapping and Routing (36 units)
- Upgrade Mobile In-Car Mapping to In-Car Routing (22 units)

c. Diagramming Software (Scene PD) (includes 1st yr maintenance)

38 units

THIRD PARTY HARDWARE

d. Hardware, System Software & Services

Message Switch (3 year warranty)

Lantronix UDS-1100 - 2 unit(s)

TOTAL THIRD PARTY PRODUCTS AND SERVICES

\$65,780

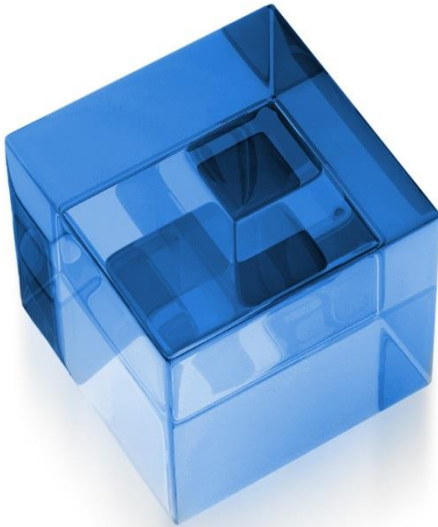
ESRI Notes

- 1) The **City** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 2) The **City** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 3) The **City** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 4) The **City** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 5) At the termination of their Agreement (Sublicense) with **New World**, the **City** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.

- 6) The **City** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 7) The **City** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 8) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".
- 9) All Aegis .NET/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining the **Ctiy's** GIS data will be contracted by the **City** separately with ESRI.
- 10) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 11) If a new release of ESRI software is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.

APPENDIX 2
STATEMENT OF WORK

PLACEHOLDER



City of Fayetteville, AR

Statement of Work

**Suite of Aegis Public Safety Software
July 28, 2015**

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AEGIS STATEMENT OF WORK (SOW)

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*The terms and conditions governing this project are specified in the **Agreement** between the parties. In the event statements in this Aegis Public Safety Software Suite Statement of Work (SOW) conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.*

AEGIS STATEMENT OF WORK (SOW)

A. PROJECT OVERVIEW

This Statement of Work (SOW) defines the principal activities and responsibilities of **City** and **New World** for the implementation of an integrated Public Safety system consisting of the following primary software applications:

AEGIS .NET/MSP Modules and Functions
Computer Aided Dispatch
Records Management for Law Enforcement
Records Management for Fire
Data Sharing
Mobile Management
Interfaces to Third Parties
Federal/State Compliance
Decision Support Analytics & Reporting

A.1 Objectives

The project will provide an integrated Public Safety system as described in the Agreement to assist and support **City** staff in the delivery of services and activities, take advantage of best practices, and significantly improve the efficiency and effectiveness of **City** operations.

Below is a summary of the planned objectives for the project:

- a) Upgrade the **City**'s AS/400-based software and certain other related business systems and shadow systems.
- b) Provide better front-end services by improving the **City**'s back-end services and systems.
- c) Incorporate fully integrated "best business practices".
- d) Develop a system that is user-friendly and empowers core **City** Public Safety users and other **City** stakeholders to improve their financial processes.
- e) Improve quality and accessibility of information for decision support.
- f) Utilize data to create informative reports on Public Safety activity.
- g) Reduce paper-based workflow processes and forms.
- h) Reduce redundant "shadow systems", data entry, storage, and paper processing.
- i) Improve operational effectiveness and productivity.
- j) Reduce the number of systems the **City** owns and supports and their related costs by retiring existing legacy and back office "systems" and tools.

A.2 Schedule

This project is targeted to be completed and the project closed within 18 months of **Agreement** signing as identified in the **Agreement** and detailed Project Plan, to be completed after signing of **Agreement**. Many factors will impact the ability of the **New World** and **City** project teams to meet this target.

The **New World** and **City** Project Managers will work together, along with **New World** and **City** senior management, to develop a project plan that itemizes the specific tasks, resources, dependencies and schedules. **New World** will work hard to help build a project plan to meet the targeted timeline.

However, unforeseen **City** dependencies, unexpected **City** circumstances or changes to **City** requirements may cause the **New World** and **City** Project Managers to build a project plan that does not meet the targeted project completion timeline.

When the planning activity is completed and the Project Plan is approved by **New World** and **City** senior management, then the actual scheduled completion date will be determined for this project.

Developing the Project Plan and approving the Project Plan are specific steps called out in the **New World** Project Implementation Methodology (PIM) outlined in later sections of this SOW.

A.3 Scope and Deliverables

The success of the project is dependent upon all of the organizations identified below to participate fully in this project and to fulfill all of their assigned tasks with quality and on schedule.

The scope of this project includes three types of deliverables from **New World**:

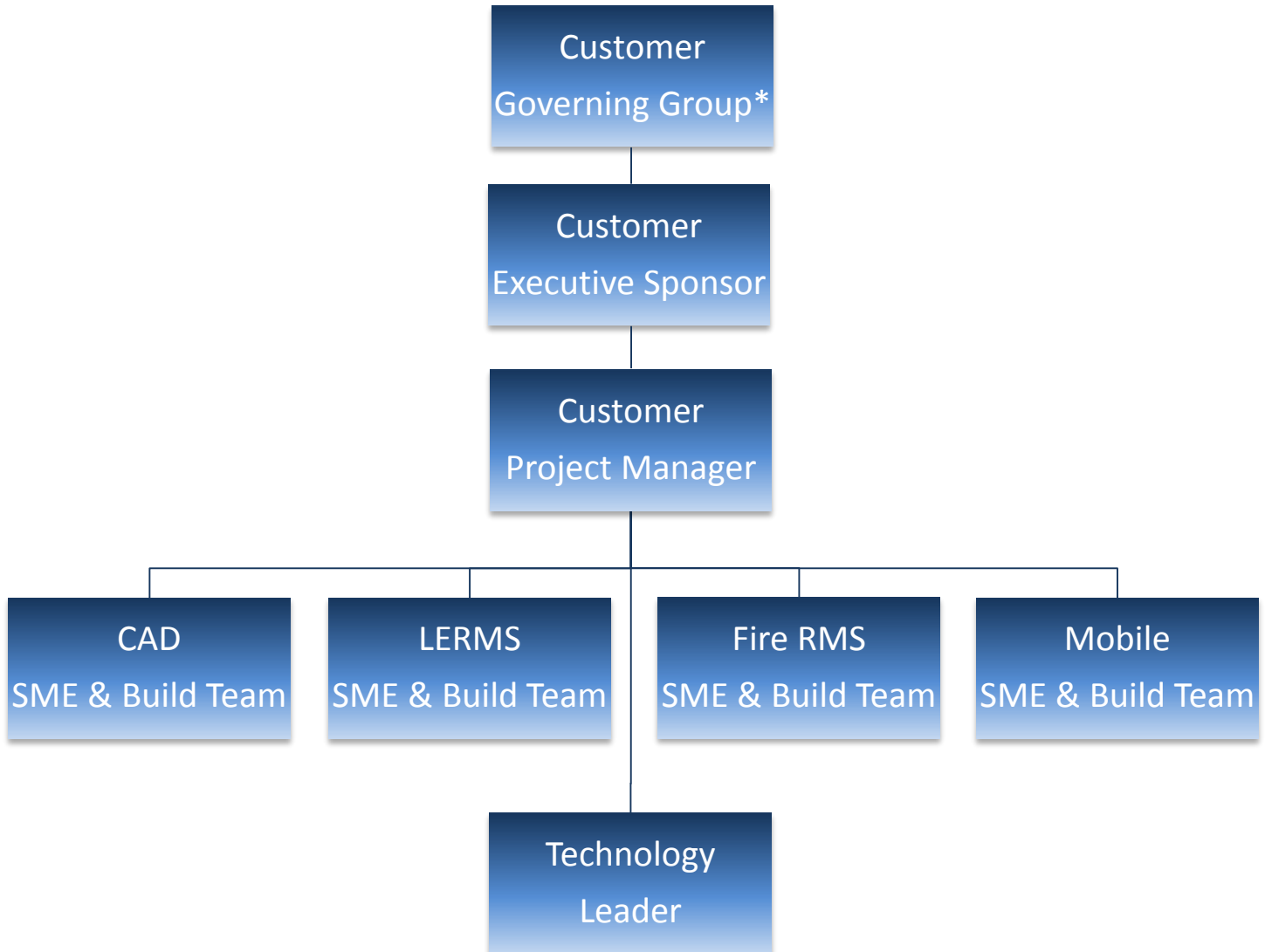
1. Licensed Standard Software Deliverables
2. **New World** Service Deliverables
3. Third Party Hardware, Software, Service Deliverables

The scope and deliverables proposed for this project are outlined in the Agreement.

B. PROJECT ORGANIZATION & DECISION MAKING

B.1 City Project Organization

The **City** project organization, roles and assigned individuals are shown below:



PROJECT ORGANIZATION & DECISION MAKING**B.1.1 City Project Team Assignments**

Here are the **City** Project Roles and Assignments:

Project Role		Functional Organization and Role	Name
1	Governing Group Chair		
2	Governing Group Member		
3	Executive Sponsor		
4	Project Manager		
5	CAD Subject Matter Expert		
6	Mobile Subject Matter Expert		
7	LERMS Subject Matter Expert		
8	Fire RMS Subject Matter Expert		
9	Technology Leader		

The **City** Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.

PROJECT ORGANIZATION & DECISION MAKING

B.1.2 City Project Team Roles & Responsibilities

Here are the **City** Project Roles and Responsibilities:

B.1.2.1 City Governing Group Chair

- Serves as leader of the Governing Group.
- Controls the agenda for Governing Group meetings and presides over meeting proceedings.
- Governing Group Chair is (appointed/elected) and serves a defined term.
- Governing Group oversees project outcomes and contract compliance.
- Governing Group (approves/recommends approval) for project funding requests.

B.1.2.2 City Governing Group Members

- Serve on the Governing Group.
- Governing Group members are (appointed/elected) and serve a defined term.
- Attend Governing Group meetings and vote on resolutions presented.
- Governing Group oversees project outcomes and contract compliance.
- Governing Group (approves/recommends approval) for project funding requests.
- Governing Group makes final top level project decisions.
- Governing Group is accountable for project results and outcomes.

B.1.2.3 City Executive Sponsor

- Provides executive level oversight of the project conduct and outcomes on behalf of the **City**.
- Executive Sponsor is appointed by (the Governing Group/some other entity) and serves for the duration of the project.
- Executive Sponsor (is/is not) a Governing Group member.
- Executive Sponsor attends Governing Group meetings and (votes/does not vote) on resolutions presented.
- Executive Sponsor is accountable to the Governing Group for project conduct and outcomes.
- Executive Sponsor reports project status to the Governing Group.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor presents and recommends approval of project funding requests to the Governing Group.
- Executive Sponsor presents and recommends final top level project decisions to the Governing Group.
- Executive Sponsor makes executive project decisions that do not require Governing Group approval.
- Executive Sponsor is accountable for project results and outcomes.

PROJECT ORGANIZATION & DECISION MAKING

B.1.2.4 City Project Manager

- Project Manager or designee provides day-to-day oversight of the project conduct and outcomes on behalf of the **City**.
- Project Manager or designee is appointed by (the Governing Group/Executive Sponsor/some other entity) and serves for the duration of the project.
- Project Manager or designee (is/is not) a Governing Group member.
- Project Manager or designee attends Governing Group meetings (upon invitation/regularly) to address specific meeting agenda items.
- Project Manager or designee is accountable to the Executive Sponsor for project conduct and outcomes.
- Project Manager or designee reports project status to the Executive Sponsor and the Governing Group.
- Project Manager or designee monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the Executive Sponsor.
- Project Manager or designee presents and recommends executive level project decisions to the Executive Sponsor.
- Project Manager or designee makes and/or coordinates with project constituents to make daily project decisions that do not require Executive Sponsor approval.
- Project Manager or designee is accountable for project results and outcomes.

B.1.2.5 City Subject Matter Experts (SMEs)

- SMEs represent functional senior managers and users for the functional areas engaged in the project. The functional areas include:
 - Dispatch, CAD
 - Law Enforcement Patrol, Mobile
 - Law Enforcement Records, LERMS
 - Fire Records, Fire
 - Decision Support Analysis and Reporting
- SMEs provide day-to-day oversight and coordination of the project tasks and outcomes on behalf of the assigned functional areas on behalf of the **City**.
- SMEs make and/or coordinate with functional constituents to make daily project decisions that do not require Project Manager approval.
- SMEs are appointed by (the functional senior managers/some other entity) and serve for the duration of the project.
- SMEs train end users.
- SMEs (are/are not) members of the Governing Group.
- SMEs (attend/do not attend) Governing Group meetings.

PROJECT ORGANIZATION & DECISION MAKING

- SMEs are accountable to the Project Manager and their functional senior managers for project conduct and outcomes.
- SMEs report project status to the Project Manager and their functional senior managers.
- SMEs are accountable for the results and outcomes of project activities in their functional areas.

B.1.2.6 City Technology Leader

- Technology Leader represents technology senior managers for project.
- Technology Leader provides day-to-day oversight and coordination of the technology tasks and outcomes on the project.
- Technology Leader is appointed by (the technology senior managers/some other entity) and serves for the duration of the project.
- Technology Leader (is/is not) a member of the Governing Group.
- Technology Leader (attends/does not attend) Governing Group meetings.
- Technology Leader is accountable to the Project Manager and their technology senior managers for technology task conduct and outcomes for the project.
- Technology Leader reports status to the Project Manager and their technology senior manager.
- Technology Leader makes and/or coordinates with technology constituents to make daily technology decisions that do not require Project Manager approval.
- Technology Leader is accountable for the results and outcomes of technology activities of the project.

B.1.2.7 City Build Teams

- Build teams are representatives from the functional areas engaged in the project. The functional areas include:
 - Dispatch, CAD
 - Law Enforcement Patrol, Mobile
 - Law Enforcement Records, LERMS
 - Fire Records, Fire
 - Decision Support Analysis and Reporting
- Build Teams complete project tasks to configure and setup their assigned functional areas of the product suite.
- Build Teams are appointed by the (SME/Functional senior managers/some other entity) and serve for the duration of the project.
- Build Teams are accountable for the results and outcomes of the project activities in their functional areas.

B.2 New World Project Organization

The **New World** project organization, roles and assigned individuals are described in B.2.1, below:

B.2.1 New World Project Team Assignments

	Project Role	Functional Role	Name(s)
1	Group VP	Vice President of Customer Care	Mike Aloe
2	Account Manager	Customer Care Manager	Vesta Broady
3	Executive Sponsor	Vice President of Professional Services	Sandro Viselli
4	Project Manager	Project Manager	Doraine Fitzgerald
5	CAD Application Specialist	CAD Application Specialist(s)	Jonathan Cook
6	Mobile Application Specialist	Mobile Application Specialist(s)	David Wright
7	LERMS Application Specialist	LERMS Application Specialist(s)	Tiara Oger
8	Fire Records Application Specialist	Fire Application Specialist(s)	Alan Moravansky
9	Technical Services Specialist	Technical Services Specialist(s)	Anita Jones
10	Data Conversion Lead	Data Analyst	Todd Townley
11	GIS Specialist	GIS Consultant	Britt Wollenweber

The New World Project Manager will maintain a current version of the Project Team Assignments in the Project Management Workbook.**B.2.2** **New World**
Project Team Roles & Responsibilities

Here are the New World Project Roles and Responsibilities:

B.2.2.1 New World Group VP

- Served as the **New World** leader of the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required for the project.
- Available to meet with the **City** and **New World** senior managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.2 New World Account Manager

- Served as the **New World** sales representative during the procurement process.
- Serves as a source of information about discussions and expectations formed during the procurement process.
- Responsible to help complete additional procurements if any required in order to complete the project.
- Available to meet with **City** and **New World** managers during the project for project discussions if requested by Project Managers.
- Available to help make contract adjustments if requested.

B.2.2.3 New World Executive Sponsor

- Executive Sponsor is assigned at the project initiation and serves for the duration of the project.
- Provides executive level oversight of the project conduct and outcomes on behalf of **New World**.
- Executive Sponsor is accountable to **New World** executives for project conduct and outcomes.
- Executive Sponsor monitors contract and budget compliance.
- Executive Sponsor makes executive project decisions, or facilitates obtaining decisions for **New World**.
- Executive Sponsor meets with and reviews status with **City** Executive Sponsor.
- Executive Sponsor is accountable for project results and outcomes.

B.2.2.4 New World Project Manager

- Project Manager is appointed at project initiation and serves for the duration of the project.
- Project Manager provides day-to-day oversight of the project conduct and outcomes on behalf of **New World**.
- Project Manager is responsible for project planning
- Project Manager is responsible for **New World** resource management.
- Project Manager is accountable to the Executive Sponsor and **New World** executive managers for project conduct and outcomes.
- Project Manager reports project status to the **New World** Executive Sponsor.
- Project Manager reports project status to the **City** Project Manager.
- Project Manager monitors contract and budget compliance.
- Project Manager presents and recommends approval of project funding requests to the **New World** Executive Sponsor.
- Project Manager presents and recommends executive level project decisions to the **New World** Executive Sponsor.
- Project Manager makes and/or coordinates with **New World** project constituents to make daily project decisions that do not require **New World** Executive Sponsor approval.
- Project Manager is accountable for project results and outcomes.

B.2.2.5 New World Application Specialist

- Application Specialists serve as the product experts for their assigned functional areas of the Aegis product suite. The functional areas include:
 - Dispatch, CAD
 - Law Enforcement Patrol, Mobile
 - Law Enforcement Records, LERMS
 - Fire Records, Fire
 - Decision Support Analysis and Reporting
- Application Specialists provide training and knowledge transfer to **City** functional experts to enable **City** staff to set up and configure each application area of the product suite.
- Application Specialists provide support to **City** functional experts to help them make project decisions.
- Application Specialists provide training to **City** trainers to enable them to train end users.
- Application Specialists provide training to **City** trainers to end users.
- Application Specialists are assigned by **New World** resource managers and serve for the specific tasks as assigned during the project.

PROJECT ORGANIZATION & DECISION MAKING

- Application Specialists are accountable to the **New World** Project Manager and their resource managers for project conduct and outcomes.
- Application Specialists report project status to the Project Manager and their resource managers.
- Application Specialists are accountable for the results and outcomes of project activities in their functional areas.

B.2.2.6 New World Technical Services Specialist

- Technical Services Specialist provides hardware, system software and network infrastructure services.
- Technical Services Specialist reports status to the Project Manager and their technical services resource manager.
- Technical Services Specialist makes and/or coordinates with **City** technology constituents to project technology decisions that do not require Project Manager approval.
- Technical Services Specialist reports technical issues and resolution recommendations to the **New World** Project Manager.
- Technical Services Specialist is accountable to the Project Manager and their **New World** technical services resource manager for the technical services outcomes and results during the project.

B.2.2.7 New World Data Conversion Lead

- Data Conversion Lead manages the **New World** data conversion activities and resources for the project.
- Data Conversion Lead works with assigned **City** data conversion staff during the project.
- Data Conversion Lead is assigned early in the project and serves for the duration of the data conversion activities.
- Data Conversion Lead is accountable to the **New World** Project Manager and their data conversion senior managers for data conversion task conduct and outcomes for the project.
- Data Conversion Lead reports status to the **New World** Project Manager and their data conversion senior manager.
- Data Conversion Lead is accountable for the results and outcomes of data conversion activities of the project.

B.2.2.8 New World GIS Specialist

- GIS Specialist manages the **New World** GIS activities and resources for the project.

PROJECT ORGANIZATION & DECISION MAKING

- GIS Specialist works with assigned **City** GIS staff during the project.
- GIS Specialist is assigned early in the project and serves for the duration of the GIS activities.
- GIS Specialist is accountable to the **New World** Project Manager and their GIS senior managers for GIS task conduct and outcomes for the project.
- GIS Specialist reports status to the **New World** Project Manager and their GIS senior manager.
- GIS Specialist is accountable for the results and outcomes of GIS activities of the project.

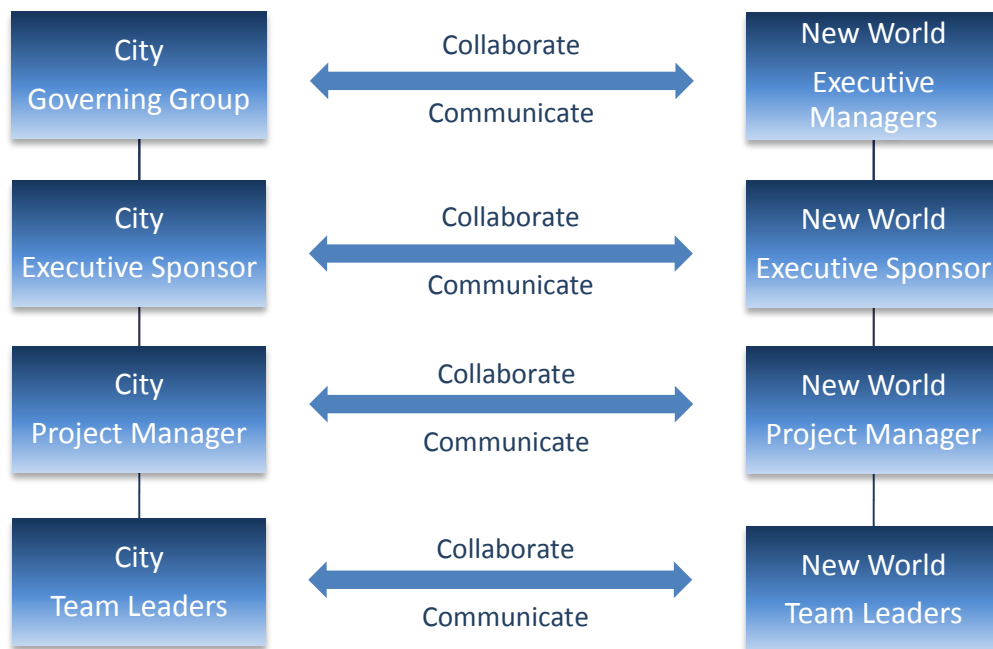
PROJECT ORGANIZATION & DECISION MAKING

B.3 Project Decision Making Process

Decisions will be made at multiple organization levels at the **City** and **New World** in order to deliver the desired project results. Many decisions need to be made during the project. Many people are involved in the project. If decision making is not appropriately defined, the risks increase that undesirable project outcomes could occur. In setting up the decision making process for the project, the following are desired:

1. It is desirable that decisions are made in a timely fashion and in accordance with the appropriate level of authority required to establish policies and procedures, to authorize/approve plans and resources, and/or to resolve issues.
2. It is desirable to enable decision-making authority to be granted to managers who are as close to the daily project activities as possible to avoid delays or bottlenecks yet to also attain quality results for the project.

Here are the decision-making levels at the **City** and **New World**. If collaboration and communication between the individuals on the same level (in the hierarchy shown below) at the **City** and **New World** fail to result in a timely decision or issue resolution as required to keep the project on track, then the individuals must escalate the decision or issue resolution one level up as shown below.



C. PROJECT RESPONSIBILITY & RISK SUMMARY

New World's objective for every project is to fulfill all contracted obligations successfully, on time and on budget.

In order to complete a successful project, both **New World** and **City** team must be engaged fully in the project and support is required in a number of areas. To aid in completing a successful project, the following responsibilities must be fulfilled and the risks must be mitigated.

C.1 Project Ownership and Success

1. Project ownership is shared between **City** and **New World** teams.
2. Executive sponsors from **City** team and **New World** need to collaborate to manage through strategic issues, help drive change management and maintain consistent communication throughout the project.

C.2 City Executive Sponsor Responsibilities

1. Provide leadership and clear direction to **City** project team throughout the project.
2. Allocate sufficient and qualified resources to ensure a successful project.
3. Confirm achievement of all milestones and contract deliverables after each phase of the project.
4. Track progress and resolve issues during executive milestone reviews.
5. Ensure the assigned resources adhere to timeframes and schedules.
6. Partner with the **New World** Executive Sponsor to resolve any disputes that may arise.
7. Work as a team with **New World** to drive and promote change, and take advantage of best practices.

C.3 Managing Change within City Organization

1. **City** is responsible for managing change within their organization.
2. Limit the scope of changes that may delay implementation or increase the cost of the project.
3. Users will need consistent coaching and reassurance from the leadership team.
4. Team should expect to provide extra effort during the implementation period.
5. Users need to understand the differences and overall benefits of the new system.
6. Do not allow individual desires or agendas to overshadow the needs of the many.
7. **City** management needs to explain the differences and benefits of the new solution.
 - a. Workflow may be slower at first, but there is more information and long-term organization value
 - b. More data integration is available which contributes to the overall solution value

PROJECT RESPONSIBILITY & RISK SUMMARY

C.4 Provide a Stable Environment and Sufficient Infrastructure

1. Adhere to **New World** specifications for hardware, software and infrastructure.
2. Manage and maintain the necessary network bandwidth and stability.
3. Adhere to industry-standard practices when managing security, network and database resources.
4. Establish organization-wide policies and procedures to govern use of hardware, software and networks.

C.5 New World Systems Escalation Policy

1. **City** identifies an issue and categorizes it as a product, project or business issue.
2. **City** contacts the **New World** Project Manager and provides detailed documentation of the issue.
3. If **New World** Project Manager is unavailable, **City** contacts Customer Account Manager (Regional Territory Manager or Customer Care Representative assigned to the **City**).
4. If the **City** is unable to resolve the issue or not satisfied with the issue resolution, the **City** escalates to **New World** Executive Sponsor for the project.

C.6 Expectations for Project Implementation

1. Project execution will follow the **New World** Project Implementation Methodology as described in later sections of this SOW.
2. **City** and **New World** Project Managers shall identify key timeframes and requirements early in the project.
 - a. Project start dates
 - b. Milestone dates
 - c. **City** blackout dates
 - d. Non-standard contract deliverables required for go-live (generally delivered after go-live)
3. Resource scheduling will be planned and agreed to by both **City** and **New World**.
 - a. Scheduled resource assignments will be held for a 90-day lock period
 - b. Schedule changes within the lock period are costly, and can put the project plan at risk

C.7 Software & Warranty Expectations

1. Large-scale ERP software solutions typically have some open warranty issues.
2. Software issues may arise as a normal part of any project implementation.
3. Any issue with the software system should be documented using **New World**'s standard methodology.
4. As with all projects, this is a partnership between **City** and **New World**, and the parties need to work together to quickly diagnose and resolve any potential issues.

PROJECT RESPONSIBILITY & RISK SUMMARY

C.8 Top ERP Implementation Risks: What Can Endanger Project Success?

1. **City Senior Leadership Not Engaged**
 - a. Without sustained executive support and leadership, project delays and failure may occur
2. **Increasing Project Scope**
 - a. Changing or adding requirements mid-project may delay project and increase costs
 - b. Delayed approvals on non-standard contract deliverables may delay project and increase costs
 - c. Adding non-standard features increases the project complexity and risk of successful implementation. Simplifying the go-live requirements early in the project plan and minimizing requirements changes during project implementation mitigates risk
3. **Change Management**
 - a. Failure to manage process change in **City** organization increases risk
 - b. Effective communication is imperative during the entire implementation process
4. **Third Party Contract Deliverables**
 - a. Document and obtain approvals on requirements involving third parties early in the project
 - b. Set and manage expectations with all participants
5. **Environment, Infrastructure and System Administration**
 - a. Adhere to **New World** specifications for hardware, software and infrastructure
 - b. Manage and maintain the necessary network bandwidth requirements
 - c. Managing **City** environment during and after the project requires one or more skilled system administrators to manage the technical resources
6. **Data Conversion**
 - a. Only submit data to **New World** after thoroughly reviewing **City** data mappings
 - b. Analyze all converted data closely, including controls, before resubmitting
 - c. Continue to stress user review and accuracy

City and **New World** Executive Sponsors and Project Managers are expected to work with each other throughout the project to ensure mutual understanding of the responsibilities and risks described above. Both parties must work together to fulfill their respective responsibilities, mitigate the risks and help ensure successful project completion.

D. PROJECT MANAGEMENT RESPONSIBILITIES

New World and **City** Project Managers will use the PIM to manage the implementation of the **New World** technology and to transition the **City** from its existing technologies and operation to the technology provided and described in the **Agreement**. In addition to using the PIM, the following guidelines shall be followed:

1. Work will be performed at the **Customer**'s location and **New World**'s offices. Work will be performed on business days during **Customer**'s normal business hours except when both parties agree otherwise.
2. A project consists of the delivery, installation, configuration, testing, training and go-live of the licensed software that provides the functionality and operation described in the **Agreement**.
3. Additional work activities and software functionality not described in the **Agreement** and/or the SOW will be considered a change to a project and will be authorized by the **City** using the Project Change Order document. Depending on the nature of the change, a cost adjustment may result which shall be managed according to the **Agreement**.
4. The **City** and **New World** expect and agree that the **Agreement** and/or the SOW may be modified from time to time, especially after **New World** gains a more complete understanding of **Customer**'s existing technologies, business practices and operations.
5. Training will take place during normal business hours, which is typically from 8:00 am - 5:00 pm, and will not exceed eight (8) hours per 24-hour period. Nonstandard training hours may be accommodated upon mutual agreement. Training arrangements for observers may be made upon mutual agreement.
6. The **City** is responsible for the WAN/LAN infrastructure.
7. The operation and availability of the external systems or third party software is the responsibility of the **City** and necessary for the success of the project.
8. The **City** is responsible for maintaining in good working order the third party systems that it operates and that interface with **New World** software as part of this project.
9. With the **City**'s prior approval, the **New World** Implementation teams must have access to all servers and workstations that are applicable to the project. This includes having a domain login with local administrative privileges to remove/install software, access to registries, the ability to set scheduled tasks and remote access to applicable desktops.

PROJECT MANAGEMENT RESPONSIBILITIES

D.1 New World's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **New World** responsibilities include the following:

1. Managing the efforts of **New World's** staff and coordinating **New World** activities with **City** Project Manager.
2. Providing project status reports to the **City**.
3. Documenting, coordinating and managing the overall Implementation Plan (both summary and detail level) with the **City's** management and the **City** Project Manager.
4. Conducting a project review (kick-off) meeting at the **Customer's** location.
5. Managing the efforts of the **New World** staff and coordinating **New World's** activities with the **City's** Project Manager.
6. Coordinating delivery of contracted services throughout the project.
7. Providing **New World** consultation with the **City** and its other vendors or third parties when necessary.
8. Maintaining a record of all project communications.
9. Conducting regular project review meetings with the **City's** Project Manager via telephone conference calls.
10. Preparing and submitting regular status reports to the **City** and to **New World** management.
11. Responding to issues if any rose by the **City's** Project Manager throughout the project.
12. Preparing and submitting project Change Orders to the **City's** Project Manager (or designee) as necessary and gaining **New World** and **City** approvals before implementing the requested changes.
13. Conducting a project close-out meeting at the **City's** location to conclude the project.

Project Management Responsibilities are executed by the **New World** Project Manager (PM), or representative of the PM, if the PM is not available.

PROJECT MANAGEMENT RESPONSIBILITIES

D.2 Customer's Project Management Responsibilities

Detailed Project Management responsibilities are outlined in each step of the PIM. Overall, **City** responsibilities include the following:

1. Assigning a competent Project Manager with authority to make project decisions and commitments on behalf of the **City** including:
 - a. provide timely answers to **New World**'s requests for information
 - b. coordinate a mutually agreeable implementation and training schedule
 - c. have authority to sign for and obligate **the City** to any matters relating to service requests, design documents, test documents and/or delivery and service schedules
 - d. In situations where **City** participation is required, provide timely input for systems definition, detail design, and use of the software system
2. Managing the efforts of the **City's** staff and coordinating **City** activities with the **New World** Project Manager.
3. Providing status reports to **New World** on **City** tasks.
4. Providing overall status reports to **City** managers and teams.
5. Maintaining project communications with the **New World** Project Manager.
6. Providing input to **New World** for creation of the regular status reports.
7. Ensuring that **City** personnel have ample time, resources and expertise to carry out their respective tasks and responsibilities.
8. Participating in the status gathering and sharing activities with the **New World** Project Manager as required for determining project status.
9. Providing responses to issues raised by the **New World** Project Manager in a timely manner.
10. Serving as liaison with all **City** provided third-party vendors and associated systems.
11. Ensuring that acceptable Change Orders are approved in a timely fashion by authorized signature(s).
12. Providing workspace for **New World** personnel as reasonably requested.
13. Ensuring **New World** personnel have access to server and network equipment and work areas with pre-authorization for off-hours.
14. Ensuring timely payment of invoices.

Project Management Responsibilities are executed by the **City** Project Manager (PM), or representative of the PM, if the PM is not available.

PROJECT MANAGEMENT RESPONSIBILITIES

D.3 Managing Project Scope – Use of Contract Addendums and Change Orders

During the course of this project, it may become necessary to make adjustments to the scope of the project. If such a situation arises, a formal process shall be used to document requests and solicit approvals to change the scope. Contract Addendums or Change Orders will be used to request and approve changes to project scope.

Changes to project scope include alterations, deletions, additions, deviations and omissions to the products and services identified in the **Agreement**. The standard method of documenting and executing a change to the **Agreement** are shown below:

- Exhibit A (Licensed Standard Software and Fees) – Contract Addendum
- Exhibit B (Implementation and Training Support Services) – Change Order
- Exhibit F (Data Conversions) – Change Order
- Exhibit G (Custom Interfaces) – Change Order
- Appendix 1 (Third Party Products and Services) – Contract Addendum
- The Aegis Statement of Work – Change Order

Note that the terms and conditions governing this project are specified in the **Agreement** between the parties. In the event statements in this Aegis SOW conflict with the terms and conditions in the **Agreement** (including all of its Exhibits, Attachments and Addendums), the **Agreement** shall take precedence over this SOW.

Requests for changes that require Contract Addendums and/or Change Orders are typically initiated by the **City**. However, the **New World** Project Manager may offer proposals to **City** Project Manager for consideration.

City approval of a **New World**-initiated Contract Addendum and/or Change Order will be indicated through execution (signature) of the Contract Addendum and/or Change Order documents by duly authorized **City** representatives before any additional work is performed.

PROJECT MANAGEMENT RESPONSIBILITIES

D.4 Project Communication and Planning Tools

During the course of this project, it is necessary to communicate information between the **City** and **New World** and vice versa. **New World** will provide project information to the **City** in various formats appropriate to each type of information that is communicated. Key communication and planning tools to be used include:

Project Communication and Planning Tools	
Project Plan	• Project Tasks • Project Scheduling • Resource Assignments • Payment Milestones • Key Milestones • Contract Deliverables (Services and Software) • Gantt Chart
Project Management Workbook	• Project Methodology Overview • Monthly Project Status Report • Project Schedule City Blackout Dates • Contact Information • Roles and Responsibilities • Communication Plan • Risk Management Plan • Action Items • Issues • Change Control Definition, Register and Forms • Pre Go-Live Readiness Checklist • Pre Go-Live Systems Assurance Readiness Checklist • Go-Live Checklist • Post Go-Live Checklist
Data Conversion Plan	
GIS Plan	
Technical Services Plan	
Requirements Definitions (Custom Enhancements, Custom Interfaces)	
Pre-Trip Reports	
Post-Trip Reports	
Build Plans	
Training Plans	
Quality Assurance and Test Plan	

Additional tools will be used by the Project Managers as appropriate to communicate activity specific information throughout the project.

PROJECT MANAGEMENT RESPONSIBILITIES

D.5 Project Status Reports

During the course of this project, the **New World** Project Manager will prepare and provide to the **City** monthly written status reports. In addition, regular status review meetings and/or conference calls will be used at the discretion of the Project Managers to further ensure appropriate status information is exchanged. These review meetings and calls will also be used to identify and/or resolve issues where possible, coordinate action items and schedule activities as appropriate.

The **City** is responsible to provide **New World** with updated status regarding **City** tasks and activities. The Project Managers shall collaborate to determine the best format and process for communicating **City** status to **New World**.

In addition, the **New World** and **City** Executive Sponsors will meet periodically to review project status. The initial meeting will take place during project initiation. At that meeting, a schedule will be agreed upon for status meetings between the Executive Sponsors for the remainder of the project duration. The **City** will host the meetings at their location and is responsible to attend as planned.

Communication between the senior managers at the **City** and **New World** is essential to ensure project success and these meetings are a key activity to ensure project success.

D.6 Formal City Notifications

During the course of this project, it is necessary to formally notify the **City** of completion of key events or fulfillment of key project obligations. The **New World** Project Manager will notify the **City** in writing of the completion of these key events and obligations. The reasons for formal notification include:

1. Bring **City** attention to the **New World** position that a key event has occurred or a key project obligation has been fulfilled.
2. Establish “for the record” that the **City** has been duly notified.
3. Provide a specified time period for the **City** to take exception or dispute the **New World** position, if so desired.
4. To bring clear closure for the project teams that key events did occur and fulfillment of key project obligations were made.

When notified by **New World**, the **City** may:

1. Sign and return the notification as acknowledgement and approval of the completion of the key event or fulfillment of the key project obligation.
2. Provide written notice to **New World** within the specified time period (typically 15 days) that **City** does not agree that of the completion of the key event or fulfillment of the key project obligation occurred and why.
3. Do nothing within the specified time period (typically 15 days), in which case the completion of the key event or fulfillment of the key project obligation is deemed approved by the **City**.

E. 5 PHASE PROJECT IMPLEMENTATION METHODOLOGY (PIM)



5 Phase Project Implementation Methodology (PIM)

Since its inception, **New World** has successfully completed thousands of implementation projects. **New World** has developed this standard project implementation methodology to be predictable, repeatable, lower risk and maximize project success. This standard approach is based upon a blend of Project Management Institute (PMI) Project Management Book of Knowledge (PMBOK) guidelines and knowledge obtained from years of successful **New World** project management activity deploying public sector solutions.

Projects are divided into five distinct phases during implementation:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning.
2. **Planning** – Create and approve the Project Plan.
3. **Construction** – Execute the Project Plan to build, configure, test and review the system to verify system readiness.
4. **Transition** – Train users, perform data conversion (if required), execute go-live, complete post go-live activities, finalize **City** application customizations, optimize implementations (if applicable) and complete final acceptance of the operating system.
5. **Closing** – Review and approve the project closure, disengage project management and formally transfer **City** to **New World** Account Management team.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

Each phase consists of one or more steps. Each step includes:

1. **New World Responsibilities** – Tasks **New World** staff is responsible to complete.
2. **City Responsibilities** – Tasks **City** staff is responsible to complete.
3. **Product and Service Deliverables** –Contract items that are delivered during the step.
4. **Standard Payment Milestones** – Events when completed trigger standard payments.
5. **Key Milestones** – Events that are key to monitoring the status and health of the project.
6. **Completion Criteria** - requirements in order to consider the step complete.

The Phases, Steps, Milestones, Product and Service Deliverables and Work Breakdown Structure (WBS) that comprise the PIM are summarized in the matrix on the following pages. Each step and project deliverable are described in detail in the sections following this matrix. Although the PIM steps are shown in diagrams as sequential, steps will overlap based on individual project needs and circumstances.

Also note, the Phases, Steps, Milestones, Product and Service Deliverables and WBS used in conjunction with this methodology are embedded in the Project Plan.

Note, the Construction Phase (Steps 5 and 6) and the Transition Phase (Steps 7 through 9) are repeated for each application if the project contains staged go-live events.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.1 Milestone Summary

These are the payment milestones specified for this project per the **Agreement** terms and conditions, along with the Key Project Milestones that will be used to help monitor project status.

Phases	Steps	Key Project Milestones
Initiation	1 - Conduct Start-up Activity	Execute City Agreement
Planning	2 - Plan the Project	Complete Executive Summary Project Plan Draft Project Plan
	3 - Approve the Project Plan	Approve Project Plan
Construction	4 - Install the Standard Solution	Deliver Technical Services Specification Document
	5 - Build Out Standard Solution	Complete Build of Configuration for Functional Test
	6 - Validate Configuration	Approve Final Configuration for Training and Go-Live
Transition	7 - Conduct End User Training	Complete Pre-Go-Live User Training
	8 - Conduct Go-Live	Go-Live
	9 - Complete and Implement Remaining Deliverables	Complete Development and Implementation of Remaining Deliverables
Closing	10 - Close the Project	Project Complete

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.2 Formal Notifications Summary

Certain communications are so important during the course of a project they cannot be left to verbal conversation or email messages alone. Formal notifications will be used to help manage expectations, ensure senior managers are informed, cause **City** and **New World** decisions to be made in a timely fashion, and help the Project Managers adhere to project timelines.

Here are the required formal notifications that the **New World** Project Manager will use in managing this implementation project.

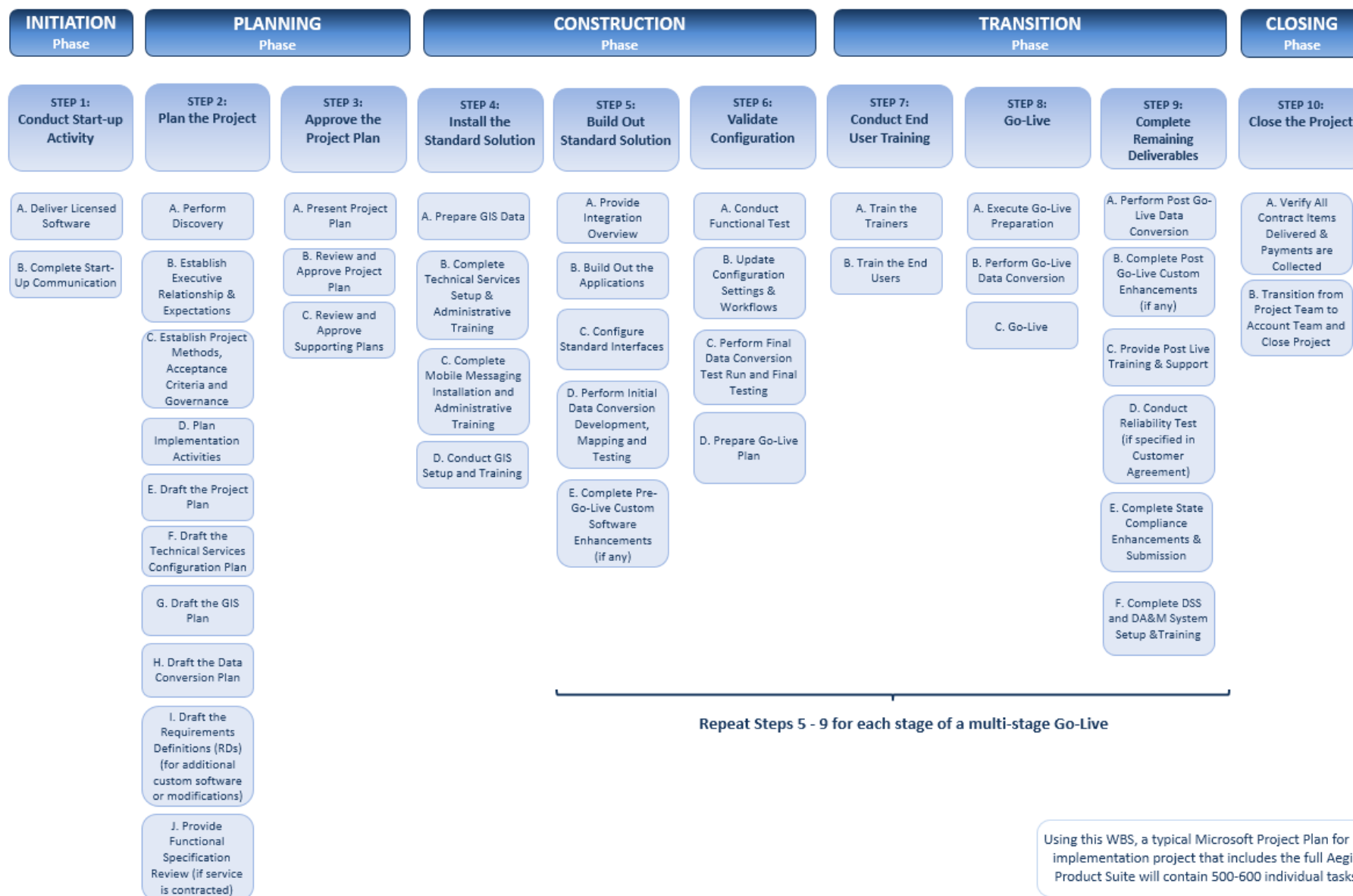
Phases	Steps	Formal Communications
		City Notifications
Initiation	1 - Conduct Start-up Activity	Notification that Payment Milestone is Complete – Deliver Licensed Standard Software Notification of Start of Warranty Period
	2 - Plan the Project	Notification that Milestone is Complete – Complete Executive Summary Project Plan
Planning	3 - Approve the Project Plan	Notification that Payment Milestone is Complete – Approve Project Plan
	4 - Install the Standard Solution	Notification that Payment Milestone is Complete – Deliver Technical Services Specification Document Notification that Project Deliverable is Complete – Deliver 3rd Party Hardware; Deliver 3rd Party Software
Construction	5 - Build Out Standard Solution	Notification that Project Deliverable is Complete – Deliver Licensed Custom Software Enhancements – Deliver Licensed Custom Interfaces Notification that Milestone is Complete – Complete Build Out of Configuration for Functional Test
	6 - Validate Configuration	Notification of Data Conversion Pre-Go-Live Approval Notification that Milestone is Complete – Approve Final Configuration for Training and Go-Live
Transition	7 - Conduct End User Training	Notification that Payment Milestone is Complete – Complete Pre-Go-Live User Training
	8 - Conduct Go-Live	Notification of Data Conversion Pre-Go-Live Approval Notification that Payment Milestone is Complete – Go-Live
	9 - Complete and Implement Remaining Deliverables	Notification that Milestone is Complete – Complete Development and Implementation of Remaining Deliverables Notification that Project Deliverable is Complete – Deliver Remaining Licensed Standard Software – Deliver Remaining Licensed Custom Software Enhancements – Deliver Remaining Licensed Custom Interfaces
Closing	10 - Close the Project	Notification that Milestone is Complete – Close Project

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.3 Work Breakdown Structure (WBS)

Shown on the following page is the Work Breakdown Structure for this implementation project.

**Aegis Project Implementation Methodology (PIM)
Work Breakdown Structure (WBS)**

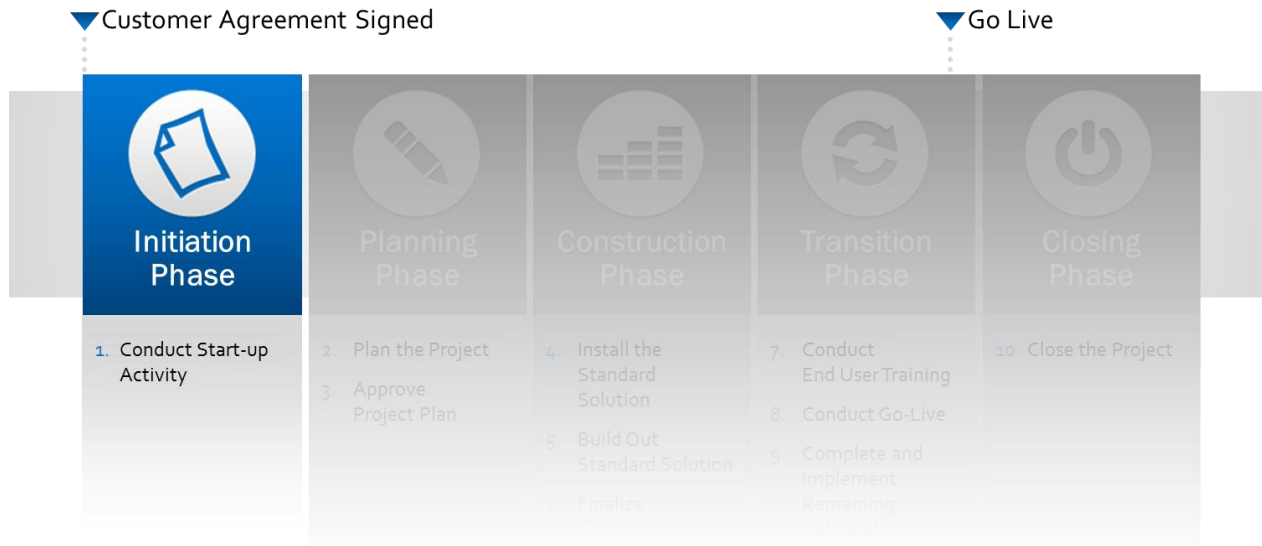


Within each WBS step above, there are a number of assigned responsibilities* as follows:

Step:	1	2	3	4	5	6	7	8	9	10	Total
New World	8	32	11	22	17	10	8	9	16	5	138
Customer	6	25	9	24	24	11	12	9	31	3	154
Total	14	57	20	46	41	21	20	18	47	8	292

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.4 Initiation Phase



Purpose: Deliver standard licensed software, engage project management, establish initial communication channels and begin planning.

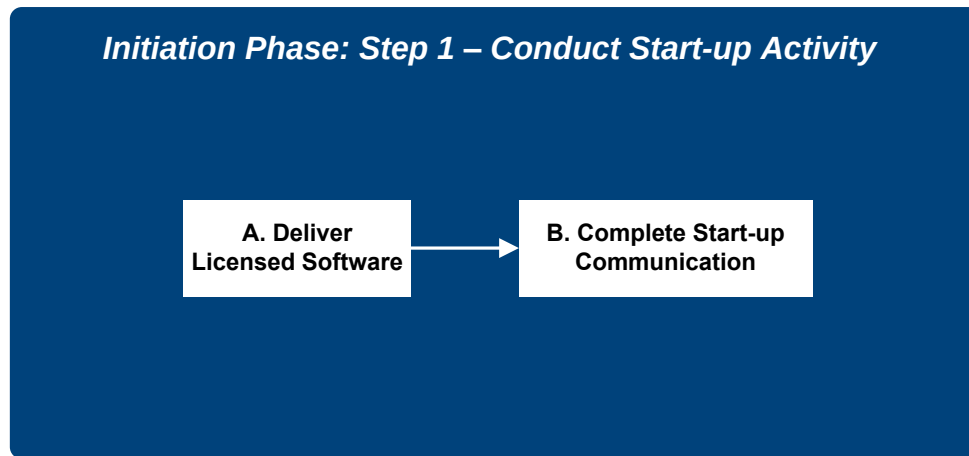
Description of Phase: The Initiation Phase initiates with the **Agreement** being signed by both parties. This phase consists of one step:

- Step 1: Conduct Start-up Activities

New World will deliver the standard licensed software. Also, the initial communication takes place between **New World** and the **City**, the Project Managers are assigned and the **New World** Sales representative initiates the formal transition of the project to the **New World** Operations team. The Operations team (when completely formed) includes Executive Sponsorship, Project Management and Professional Services Application Specialists.

INITIATION PHASE – STEP 1A

E.4.1 Step 1: Conduct Start-up Activities



Step 1A - Deliver Licensed Software

Overview: When the **Agreement** is signed, **New World** will deliver to the **City** the standard licensed software in the **Agreement**. This delivery excludes any custom software enhancements or custom interfaces (which will be delivered later in the project once completed).

Responsibilities	
New World	City
1. Deliver the standard licensed software electronically by posting the software to the New World Customer Portal for download. 2. If posted to the New World Customer Portal for download, New World will notify City that the software is available and is considered “delivered.”	1. Download the standard licensed software from the New World Customer Portal.

INITIATION PHASE – STEP 1A

Product and Service Deliverables	
Products	Services
1. Licensed Standard Software	None

Milestones
1. Execute City Agreement 2. Deliver Licensed Standard Software

Formal Notifications
1. Notification of Delivery of Licensed Standard Software

Completion Criteria: This step shall be complete upon delivery of the standard licensed software.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

Step 1B - Complete Start-Up Communication

Overview: The **New World** Project Manager will complete one or more conference calls with the **City**.

The objectives for this communication are:

1. Describe key teams/groups and identify their roles and responsibilities during the project.
2. Discuss expectations of **City** and **New World**.
 - a. Notify **City** their senior leadership will be required for executive project reviews and signing approval documents.
 - b. Discuss Project timeframes
3. Discuss Account Management Planning meeting agenda and objectives.
4. Review Account Management slide deck, adjust as necessary.
5. Set date for onsite Account Management Planning meeting and discuss site preparation.
6. Discuss keys to project success.
7. Request topology diagram of **City's** network.

Responsibilities	
New World	City
1. Schedule New World staff to participate in the start-up call(s). 2. Clearly define the objectives for each of the start-up call(s). 3. Request topology diagram of the City's network. 4. Request a copy of City's Organization Chart. 5. Review City Competency Matrix. 6. Complete Internal Contract Review	1. Schedule City resources to participate in the start-up call(s). 2. Participate in the call and discuss agenda items during the start-up call(s). 3. Provide the topology diagram of the City's network. 4. Provide a copy of the City's Organization Chart.

Product and Service Deliverables	
Products	Services
None	None

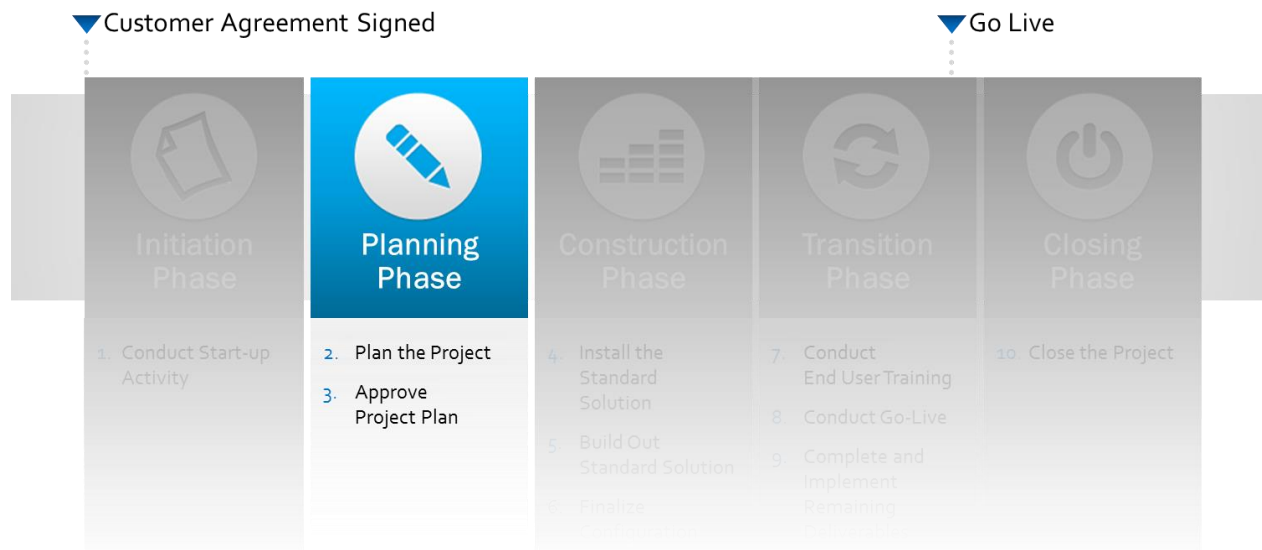
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete at the conclusion of the Start-Up Conference Call(s).

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.5 Planning Phase



Purpose: Create and approve the Project Plan.

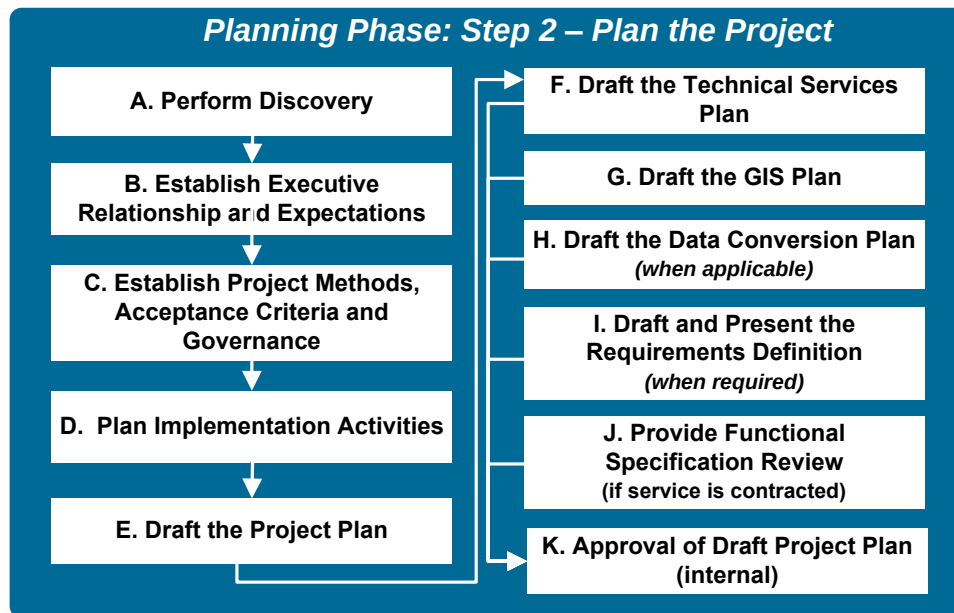
Description of Phase: The Planning Phase consists of two steps:

- Step 2: Plan the Project
- Step 3: Approve the Project Plan

During this Phase, the **New World** and **City** Project Managers organize the project, establish project teams, confirm requirements, develop the Executive Summary Project Plan, develop the Project Plan, develop the Data Conversion Plan, establish acceptance criteria and obtain senior management approval for these plans.

PLANNING PHASE – STEP 2A

E.5.1 Step 2: Plan the Project



Step 2A – Perform Discovery

Overview: **New World** and **City** Project Managers will review **City's** business practices, environment and workflow. Key events include:

1. In-depth review of **City** operations and policies to establish an understanding of **City's** environment.
2. Review of contracted RDs for Custom Software Enhancements and/or Custom Interfaces.

Key participants include:

1. New Account Sales or Customer Care Account Manager
2. **New World** Project Manager
3. **New World** Application Specialists
4. **City** Project Manager
5. **City** Subject Matter Experts SMEs

PLANNING PHASE – STEP 2A

Responsibilities	
New World	City
1. Review City workflow requirements. 2. Document workflows and requirements reviewed. 3. Review any and all documents detailing discovery activity completed during the sales process including: a. Discovery Document (Demonstration Team) b. Best Process Review (Demonstration Team) c. Turnover Document	1. Coordinate with City participants to be available as necessary including supervisors, SMEs and others to discuss all contracted applications, modules and functions.

Product and Service Deliverables	
Products	Services
Write up of Discovery Findings	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon review of **City's** operations, workflows and policies.

Step 2B - Establish Executive Relationship and Expectations

Overview: The assigned **New World** Executive Sponsor will meet with **City** Senior Manager(s) to establish a business relationship between **New World** and **City** executives. During this meeting, these key topics will be reviewed:

1. Executive overview with Executive Management and identification of **City** Executive Sponsor(s).
2. Review of project scope (**Agreement**, project implementation methodology) with **City** Senior Management.
3. Discuss initial Project Schedule and resource management policy.
4. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. Senior/Executive Sponsor
2. Vice President of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **City** Senior Management/Executive Sponsor
6. **City** Project Manager

This meeting is commonly referred to as the Executive Sponsor Meeting.

PLANNING PHASE – STEP 2B

Responsibilities	
New World	City
Executive Sponsor will meet with City senior managers to discuss topics listed above. Once complete, the Executive Sponsor (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Executive Sponsor responsibilities include: 1. Review summary of project 2. Establish framework for future senior manager meeting agendas and schedule, roles and responsibilities of New World and City senior managers 3. Discuss City initial senior input for Project Schedule	1. Schedule appropriate senior managers participate in the meeting. 2. Reach agreement with New World on senior management status reporting, meeting agendas and schedules. 3. Accept responsibility for prescribed expectations of City senior management team.

Product and Service Deliverables	
Products	Services
Implementation Overview Presentation	None

Milestones
1. Complete Executive Summary Project Plan

Formal Notifications
1. Project Deliverable Completion Notification – Complete Executive Summary Project Plan

Completion Criteria: This step shall be complete upon completion of the initial Executive Sponsor meeting.

Step 2C - Establish Project Methods, Acceptance Criteria and Governance

Overview: The assigned **New World** Project Manager will coordinate a series of onsite meetings with key **City** staff associated with project planning, development and implementation. In this series of meetings, **New World** and the **City** will establish project methods, acceptance criteria and governance.

Key topics include:

1. Review of project scope (**Agreement**, project implementation methodology) with **City** Project Manager.
2. Discuss initial Project Schedule and resource management policy.
3. Presentation of the overall implementation strategy, roles, responsibilities and keys to project success.

Key participants include:

1. Vice President of Professional Services
2. New Account Sales or Customer Care Account Manager
3. **New World** Project Manager
4. **City** Project Manager
5. **City** project planning staff as appropriate

These meetings are commonly called the Kick-Off and Account Management Planning meetings.

Responsibilities	
New World	City
Project Manager will meet with City staff to discuss topics listed above. Once complete, the Project Manager (and/or designee) will document and distribute the information to the appropriate members of the project teams. The New World Project Manager responsibilities include: 1. Review project methodology 2. Establish framework for account management, roles and responsibilities of New World and City 3. Establish initial Project Management Workbook (PMW) with City a. Roles and Responsibilities b. Communication Plan c. Risk Management Plan d. Initial issues/concerns 4. Discuss City input for initial Project Schedule. Once compiled, documents will be provided to City for review.	1. Discuss with New World and help outline a document describing the project methods, acceptance criteria and governance topics. 2. Provide written list of any specific issues found by City with the project documentation prepared through this process. 3. Reach agreement with New World on adjusting documents to reflect issues identified.

PLANNING PHASE – STEP 2C

Product and Service Deliverables	
Products	Services
Initial Project Management Workbook	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the initial Project Management Workbook documents to the **City**.

Step 2D – Plan Implementation Activities

Overview: The assigned New World Project Manager will coordinate a series of internal meetings with key New World staff associated with project planning, development and implementation. In this series of meetings, New World will refine project methods, scope and requirements for functional teams who will provide project deliverables.

Key topics include:

1. Review of project scope (City Agreement, project implementation methodology, Discovery Review)
2. Discuss initial Project Schedule and resource assignments

Key participants include:

1. New World Executive Management
2. New Account Sales or Customer Care Account Manager
3. New World Project Manager
4. New World Functional Team Managers

Responsibilities	
New World	City
Project Manager will meet with New World staff to review information documented during <i>Perform Discovery</i> and City meetings to <i>Establish Project Methods, Acceptance Criteria and Governance</i> activities. The New World Project Manager responsibilities include: 1. Provide functional managers with a refined scope of project, City's project expectations and project information. 2. Review any required or possible future changes to the contract. 3. Develop an overall implementation strategy to meet the City's needs by identifying: a. Schedule b. Resource assignment c. Work assignments d. Project workflow 4. Complete executive project requirements review 5. Complete second Internal Contract Review	None

PLANNING PHASE – STEP 2D

Product and Service Deliverables	
Products	Services
Draft Project Plan and Gantt Chart	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to the **City** of the draft Project Plan.

Step 2E - Draft the Project Plan

Overview: In parallel to the *Establish Executive Relationship and Expectations* step above, the assigned **New World** and **City** Project Managers will review of **Customer's** business practices, environment and workflow to examine the fit into the **New World** software product. Following this assessment, **New World** and the **City** will create the initial draft of the Notification that Payment Milestone is Complete – Approve Project Plan. Key topics include:

1. High level review of **City** workflows and policies to establish the foundation to facilitate discussions related to a proposed timeline, custom requirements and an initial training schedule.
2. Address go-live requirement for custom interfaces, custom software modules and/or data conversions.
3. Development of the initial draft of the Project Plan.

The initial draft of the Project Plan can be either the Microsoft Project Plan (MPP) or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of **New World** and **City** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. Vice President of Professional Services
3. New Account Sales or Customer Care Account Manager
4. **New World** Project Manager
5. **City** Senior Management/Executive Sponsor
6. **City** Project Manager
7. **City** SMEs

Responsibilities	
New World	City
1. Review City workflow requirements. 2. Document the workflows and requirements reviewed. 3. Distribute the documents to the appropriate members of project team. 4. Develop initial draft of Project Plan.	1. Identify any City schedule dependencies, constraints, conflicts and requirements. 2. Work with New World Project Manager on developing the initial draft of the Project Plan. 3. Provide written list of any specific issues found by City with the project documentation prepared through this process. 4. Complete Data Collection Workbook.

PLANNING PHASE – STEP 2E

Product and Service Deliverables	
Products	Services
None	1. Draft the Initial Project Management Workbook 2. Draft the Project Plan 3. Assist City to build Data Collection Workbook

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon presentation to the **City** of the draft Project Plan.

PLANNING PHASE – STEP 2F

Step 2F - Draft the Technical Services Configuration Plan

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft and Present the Project Plan* steps above, the Technical Services team will work with the Project Manager to coordinate and facilitate a set of conference calls with the **City** to address the Technical Services activities required to deploy application servers and software at **City** location. The key objective of the conference calls is to ensure all parties understand what is required for each component the Technical Services team will deploy, infrastructure requirements for deployment and environmental factors that could affect deployment.

Responsibilities	
New World	City
1. Technical Service Lead facilitates conference call with City and New World technical resources to address the initial Technical Services planning and analysis. 2. Document City site technical information. 3. Develop a Technical Services Plan (incorporated within the Project Plan) detailing the tasks required to execute the Technical Services activities for deployment (Technical System Set-up, Mobile Messaging Installation and Field Reporting Deployment).	1. Identify any City schedule dependencies, constraints, conflicts and requirements. 2. Work with New World Project Manager on developing the initial draft of the Technical Services Plan.

Product and Service Deliverables	
Products	Services
None	1. Draft Technical Services Configuration Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed upon delivery of the draft Technical Services Plan.

PLANNING PHASE – STEP 2G

Step 2G - Draft the GIS Plan

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft and Present the Project Plan* steps above, the GIS Lead will work with the Project Manager to coordinate and facilitate a conference call with **Customer** to address GIS analysis. The key objective of this conference call is to ensure **Customer** understands what information is needed for the GIS implementation process to be successful and to establish an agreed upon timeline for this information.

A key topic of this call will be the development of the GIS data for use with **New World** applications. **New World** will introduce the parameters for the required GIS layers by providing the **City** with a GIS Implementation Packet and conducting an initial review of **City**-provided GIS data for compatibility with the **New World** application.

Responsibilities	
New World	City
1. GIS Lead facilitates conference call with City and New World technical resources to address the initial Technical Services planning and analysis. 2. Distribute and explain GIS implementation packet that needs to be completed by City.	1. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the New World application. 2. Carefully review the comments and/or requested changes from the New World GIS Implementation Specialists related to the compatibility of City's GIS data with the New World application after the required GIS layers have been reviewed by New World.

Product and Service Deliverables	
Products	Services
None	1. Draft GIS Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed upon delivery of the draft GIS Plan.

Step 2H - Draft the Data Conversion Plan (if purchased)

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft and Present the Project Plan* steps above, **New World** will provide conversion assistance to the **City** to help convert the existing data files defined in the **Agreement**. If additional files are identified after execution of the **Agreement**, estimates will be provided to the **City** prior to **New World** beginning work on those newly identified files.

Based on the **Agreement**, the **City** and **New World** will conduct the data conversion and migration. **New World** will analyze **City** source data, develop and deliver a Data Conversion/Migration Plan. This conversion effort includes data coming from one unique database or source, not multiple sources. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by the **City** prior to providing the data to **New World**.

A data conversion analysis and assessment to verify the scope of effort for the project will be conducted onsite at **City** location. The **City** will be responsible for actual travel expenses for this trip.

The scope specification shall include identification of **City** files to be converted, the number of records to be converted and the number of data drops provided to the **City**. The standard number of data drops is five (5) test and one (1) final production data drop.

Should the **City** require a change in scope, a revised cost estimate for the data conversion may be provided at the conclusion of the assessment. The **City** may elect to cancel or proceed with the conversion effort based on the revised estimate.

Responsibilities	
New World	City
1. Data Conversion Lead facilitates conference call with the City and New World participants to address the data conversion process and initial requirements. 2. Document City's preliminary conversion requirements. 3. Develop a Data Conversion Plan (incorporated within the Project Plan) detailing the tasks required to execute the data conversion activities. 4. Distribute and explain the Data File Conversion Implementation Guide.	1. City will provide data in standard conversion record layouts as required by New World with an accurate count of records contained in the files. 2. Appoint key contact regarding delivery and loading of conversion data. 3. As provided in the project plan for conversions, City will provide a dedicated resource in each application area to focus on conversion mapping and testing.

PLANNING PHASE – STEP 2H

Product and Service Deliverables	
Products	Services
None	1. Draft Data Conversion Plan

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon creation of the draft Data Conversion Plan.

PLANNING PHASE – STEP 2I

Step 2I - Draft Requirements Definitions (RDs) (for additional custom software or modifications)

Overview: In parallel to the *Establish Project Methods, Acceptance Criteria and Governance* and *Draft and Present the Project Plan* steps above, the **New World** Project Manager will coordinate a series of discussions with key **City** SMEs associated with requested scope changes/additions to the contracted Custom Software Enhancements and/or Custom Interfaces. Working with the **City**, **New World** will develop the additional Requirements Definition (RDs) to support contract changes associated with the additional development activity.

Responsibilities	
New World	City
1. The Project Manager will meet onsite or via conference calls with City staff and review requirements for additional Custom Software Enhancements and/or Custom Interface development. 2. Once the process of requirements definition gathering is complete, the Project Manager working with City will review the draft Requirements Definition documents and distribute them to the appropriate members of the Project Team for validation. 3. Submit approved Requirements Definitions to New World Sales Administration team to generate a contract addendum to add the additional RDs to the scope of the project.	1. Meet with New World Project Manager and review requirements for additional Custom Software Enhancements and/or Custom Interfaces. 2. Review and validate the draft Requirements Definitions (RDs) as documented. 3. Provide written list of any specific issues found by City with the Requirements Definitions prepared through this process.

Product and Service Deliverables	
Products	Services
None	1. Draft Requirements Definition Documents (RDs)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the draft Requirements Definition Documents.

PLANNING PHASE – STEP 2J

Step 2J - Provide Functional Specification Review

Overview: The **New World** Project Manager will meet onsite with the **City** and review the functional specifications for the licensed software.

Responsibilities	
New World	City
- The Project Manager and an appropriate number of New World Application Specialist working with City will review the functional specifications for the licensed software. - Approve validation of the functional specifications on behalf of New World.	City working with New World Project Manager and SMEs will review the functional specifications for the licensed software. - Approve validation of the functional specifications on behalf of City.

Product and Service Deliverables	
Products	Services
None	Provide Functional Specification Review

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the onsite review meeting(s) of the functional specifications.

Step 2K – Approval of Draft Project Plan (internal)

Overview: The last activity in the *Plan the Project* step of the implementation is internal **New World** management approval of the draft project plan for presentation to the **City**. Management approval is an acknowledgement of project plan variance, acceptance of the planned deployment strategy for the project and an endorsement of the proposed schedule of events for execution of the plan.

One major goal of the approval process is to acknowledge project variances during the project planning process and document a plan to address these variances before any detailed project plan is presented to the **City**.

By obtaining management approval to present a draft project plan to the **City**, **New World** provides project managers with acknowledgment of plan variance and the corporation's commitment to executing the approved draft project plan.

Key participants include:

1. Senior/Executive Sponsor
2. Director of Professional Services
3. **New World** Project Manager

Responsibilities	
New World	City
1. Review Project Plan with New World management to confirm the selected project deployment strategy is in-line with stakeholder's understanding of City's needs and requirements. 2. Identify and address variances between project plan and City's requirements. 3. Obtain New World management approval to present project plan to City.	None

PLANNING PHASE – STEP 2K

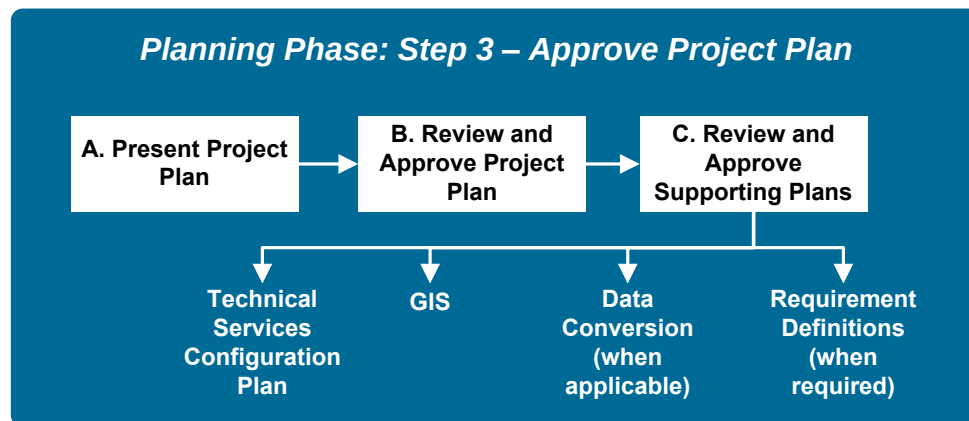
Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon New World management team's approval of the draft project plan and a meeting date for presentation of the plan has been scheduled.

E.5.2 Step 3: Approve the Project Plan



Step 3A – Present Project Plan

Overview: The initial draft of the Project Plan can be either the Microsoft Project Plan (MPP) or it can be the Project Schedule from the PMW. At this time, the draft plan is based on the future availability of New World and **City** resources, the successful completion of project tasks over time, and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the project as the plan is executed.

Key participants include:

1. Senior/Executive Sponsor
2. Vice President of Professional Services
3. New Account Sales or Customer Care Account Manager
4. New World Project Manager
5. **City** Senior Management/Executive Sponsor
6. **City** Project Manager

Responsibilities	
New World	City
1. Review draft Project Plan with City. 2. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, GIS Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in the City's live environment. 3. Distribute the documents to the appropriate members of project team.	1. Review draft Project Plan with New World. 2. Provide written list of any specific issues found by City with the project documentation prepared through this process.

PLANNING PHASE – STEP 3A

Product and Service Deliverables	
Products	Services
None	1. Present draft Project Plan

Milestones
1. Present draft Project Plan

Formal Notifications
None

Completion Criteria: This step shall be complete upon the presentation of the draft Project Plan to the City.

Step 3B – Review and Approve the Project Plan

Overview: The objective of this step is to approve the Project Plan based upon the planning completed in reviewing the **City** work processes discovered during the *Establish Project Methods, Acceptance Criteria and Governance* steps. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

The approved project plan can be the Microsoft Project Plan (MPP) or it can be the Project Schedule from the PMW as drafted during the *Draft and Present Project Plan* step above. At the time of approval, the plan is based on the future availability of resources, the successful completion of project tasks over time and the mitigation of potential project delays. It is a baseline project plan that may require alterations due to changes in the plan as the project is completed.

Responsibilities	
New World	City
1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Systems Assurance Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in City's live environment. 2. Review resources confirmed in the project schedule. Ensure New World resources can be locked into the schedule with sufficient notification of assignment prior to deployment of service deliveries. 3. Review the draft Project Plan with City staff. 4. Approve the Project Plan on behalf of New World. 5. Upon mutual approval of the Project Plan, establish the document as the baseline for the project.	1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Systems Assurance Configuration Plan, Data Conversion Plan and Requirements Definitions for custom software/interfaces) to the implementation of the standard application solution in City's live environment. 2. Review resources confirmed in the project schedule. Ensure New World resources can be locked into the schedule with sufficient notification of assignment prior to deployment of service deliveries. 3. Review the draft Project Plan with City staff. 4. Approve the Project Plan on behalf of the City.

PLANNING PHASE – STEP 3B

Product and Service Deliverables	
Products	Services
None	1. Finalize the Project Plan

Milestones
1. Approve Project Plan

Formal Notifications
1. Notification that Payment Milestone is Complete – Approve Project Plan

The *Approve Project Plan* step must be completed prior to executing any activities outlined in the *Build Out the Standard Solution* step below.

Completion Criteria: This step shall be complete upon **City's** acceptance of the plan.

PLANNING PHASE – STEP 3C

Step 3C - Review and Approve Supporting Plans

Overview: The objective of this step is to approve the Supporting Plans: GIS Plan, Data Conversion Plan and Requirements Definitions.

Responsibilities	
New World	City
1. Ensure there is a clear alignment of the Project Plan and the Supporting Plans (Technical Services Configuration Plan, Data Conversion Plan and Requirements Definitions (for additional custom software or modifications) to the implementation of the standard application solution in the City's live environment. 2. Review the draft supporting plans with City staff. 3. Approve the Supporting Plans on behalf of New World.	1. Review the draft supporting plans. 2. Document any specific deficiencies found with the Supporting Plans and provide to New World within fifteen (15) days of receipt. 3. Approve the Supporting Plans on behalf of City, by: a. Signing off on the Supporting Plans by City Project Manager and Executive Manager.

Product and Service Deliverables	
Products	Services
None	1. Finalize the GIS Plan 2. Finalize the Data Conversion Plan 3. Finalize the Technical Services Configuration Plan 4. Finalize Requirements Definition Documents (RDs)

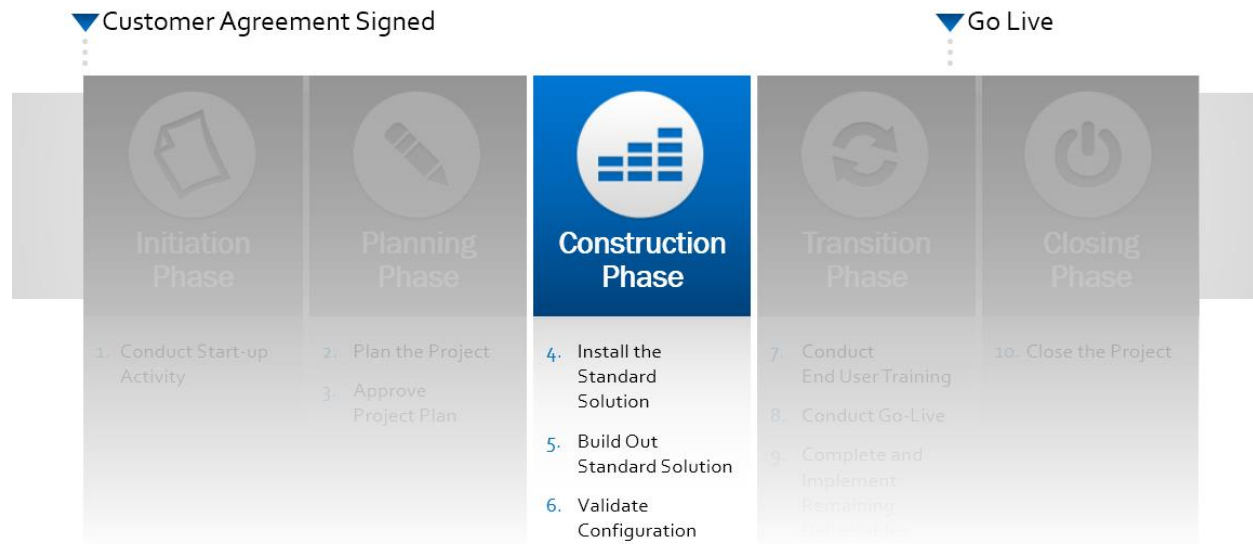
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon **City's** acceptance of the last of the Supporting Plans delivered.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.6 Construction Phase



Purpose: Execute the Project Plan to install, setup, build, review, finalize configuration and verify system readiness for training and go-live.

Description of Phase: The Construction Phase consists of three steps.

- Step 4 – Install the Standard Solution
- Step 5 – Build Out Standard Solution
- Step 6 – Validate Configuration

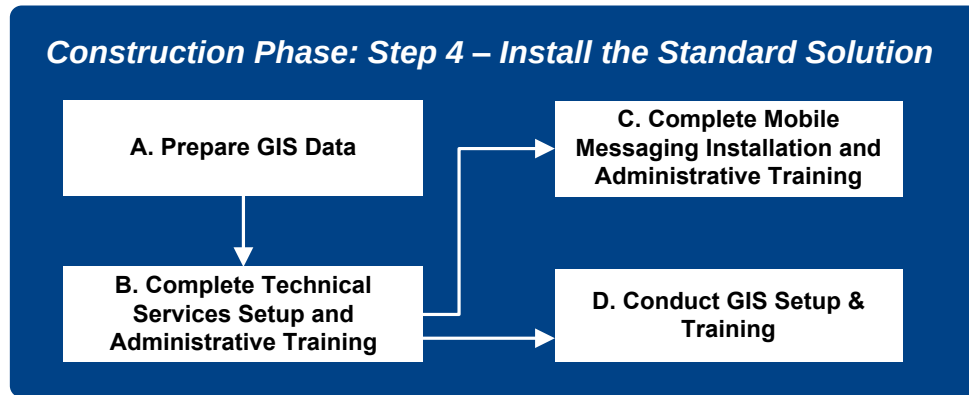
During this Phase, the **New World** and **City** Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this Phase is to execute the Project Plan. The **City** and **New World** project teams install the system, implement the database, review the configuration, apply final application configuration requirements and lay the groundwork to migrate to the **New World** application. Success requires commitment from **New World** and the **City** to include necessary leadership and governance by both parties over their respective teams.

The methodology diagram indicates each step of the Construction Phase follows the previous step, but occasionally steps may occur concurrently.

Steps 5 and 6 of the Construction Phase are repeated for each event if the project contains staged go-live events.

CONSTRUCTION PHASE – STEP 4A

E.6.1 Step 4: Install the Standard Solution



Step 4A – Prepare GIS Data

Overview: During this step, New World prepares, validates and finalizes the **City's** GIS data for use in the software implementation. This process requires New World to test the data through a preliminary and primary data review process to insure the **City's** GIS data is compatible with the New World software.

Responsibilities	
New World	City
1. Receive from the City the required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed geo-coding service. 2. Receive from the City all appropriate required polygon boundary layers. 3. Complete a preliminary review of data to validate GIS data structure. 4. Complete a primary review of GIS data to validate GIS database for compatibility with New World software.	1. Carefully review the comments and/or requested changes from the New World GIS Implementation Specialists related to the compatibility of the City's GIS data with the New World application after the required GIS layers have been reviewed by New World. 2. Provide New World with the required GIS data containing address point layer (optional) and street centerline layer geo-codable by the systems proposed. 3. Provide New World all appropriate required polygon boundary layers. 4. Provide any other GIS data requested by New World for use within the New World software at the time of the initial import/load into the New World enterprise geo-database.

CONSTRUCTION PHASE – STEP 4A

Product and Service Deliverables	
Products	Services
None	1. Prepare Initial Aegis Database (GIS)

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be completed when the GIS data is prepared for delivery as part of Technical Services setup.

Step 4B - Complete Technical Services Setup and Administrative Training

Overview: During this step, **New World** validates and finalizes **City's** hardware configuration, software requirements and implementation. The result of this effort is documented in the Technical Services Specification Plan.

New World will install the licensed standard software and standard database on **City** supplied servers and configure the system to meet application specifications.

These services do not include hardware and/or third party product costs which shall be **City's** responsibility. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If onsite installation is required, the **City** will be responsible for the actual travel expenses and time.

CONSTRUCTION PHASE – STEP 4B

Responsibilities	
New World	City
1. Configure the system as required and provide knowledge transfer to City System Administrator. 2. Complete basic functionality test to verify hardware, system software and application software installation is complete and the system is operational. 3. Verify with City personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by City. 4. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the application; as part of the review, New World will make recommendations for necessary site modifications to meet minimum operating requirements for the application. 5. Review with City the minimum requirements for workstations and mobile data devices as identified in the Agreement, as applicable to the application. 6. Train City to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. 7. Review ongoing City management expectations of how system will be managed by City. 8. Identify role of New World vs. City post system setup. 9. Provide City with a Technical Services Specification Document that includes the following: a. Identification of any special space requirements. b. Functional system diagram, showing a high level view of the New World standard software subsystems and their associated hardware	1. Provide City technology staff to assist New World with executing the Technical Services Setup Plan. 2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements. 3. Review and approve the final hardware and operating system configuration with the New World project team. 4. Review New World's recommendations regarding any existing communications networks and workstations and make any modifications identified by New World to ensure compatibility with the equipment and system to be installed. 5. Ensure hardware is ordered, delivered and installed prior to scheduling New World's Technical Services visit onsite. 6. Provide information technology support staff onsite and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation. 7. Provide approval indicating completion of system set-up and administration training.

CONSTRUCTION PHASE – STEP 4B

Product and Service Deliverables	
Products	Services
1. Third Party Hardware 2. Third Party Software	1. Prepare Initial Aegis Databases 2. Setup City Environment(s) 3. Install Applications on City Servers 4. Install Initial Databases 5. Train City Staff on Server Administration & Maintenance 6. Install Aegis Client on 1-2 Computers 7. Train City Staff to install Aegis Application on Client Computers

Milestones
1. Deliver Technical Services Specification document

Formal Notifications
1. Notification that Payment Milestone is Complete – Deliver Technical Services Specification Document 2. Project Deliverable Completion Notification – Deliver Third Party Hardware; Deliver Third Party Software

Completion Criteria: This step shall be complete upon the delivery of the Technical Services Specification Document.

Step 4C - Complete Mobile Messaging Installation and Administrative Training

Overview: During this step, **New World** will install the licensed standard Mobile Messaging software, Message Switch and configure the system to meet application specifications.

These services do not include hardware and/or third party product costs which shall be **City's** responsibility. These services are provided onsite. The **City** will be responsible for the actual travel expenses and time.

Responsibilities	
New World	City
1. Configure the system as required and provide knowledge transfer to City System Administrator. 2. Complete basic functionality test to verify hardware, system software and application software installation is complete and the system is operational. 3. Verify with City personnel the computer processor(s), operating system software, third party software, associated workstation requirements, printers, network communications and other related components supplied by City. 4. Review with Customer the minimum requirements for workstations and mobile data devices as identified in the Agreement, as applicable to the application. 5. Train City to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration. 6. Review ongoing City management expectations of how system will be managed by City. 7. Identify role of New World vs. City post system setup.	1. Provide City technology staff to assist New World with executing the Technical Services Configuration Plan. 2. Provide in writing, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics (i.e. number of users, number of concurrent users, number of transactions, database sizes) and other information reasonably required to validate final hardware requirements. 3. Review and approve the final hardware and operating system configuration with the New World project team. 4. Review New World's recommendations regarding any existing communication networks and workstations. Make any modifications identified by New World to ensure compatibility with the equipment and system to be installed. 5. Ensure hardware is ordered, delivered and installed prior to the scheduled New World's Technical Services visit onsite. 6. Provide information technology support staff onsite and accessible via phone or email for knowledge transfer and to help address any concerns encountered during the system installation. 7. Provide approval indicating completion of system set-up and administration training. 8. Install and configure the mobile software on additional mobile client computers. (New World will install mobile on a maximum of 5 clients.)

Product and Service Deliverables	
Products	Services
1. Third Party Hardware 2. Third Party Software	1. Prepare & Install City Mobile Server Hardware 2. Install and Configure Mobile Applications on City Servers 3. Configure and Connect City Servers to State Network 4. Install Mobile Applications on up to 5 Client Computers 5. Train City Staff to Install Mobile Applications on addition Client Computers

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon the delivery of the Technical Services Specification Document.

Step 4D - Conduct GIS Setup and Training

Overview: **New World** and the **City** will execute the GIS Plan approved in the *Review and Approve Supporting Plans* step above. As part of executing the GIS Plan, **New World** will recommend procedures to support the loading of **City**-supplied GIS data for use in the **New World** software and assist the **City** with the initial load of GIS data.

During this step, **New World** will provide a GIS overview of GIS components, where they are installed and discuss a plan for updating the GIS data within the **New World** software. The **City** is responsible for continuous updates of the GIS data used in the **New World** software.

The **City** will need to have the appropriate versions of ESRI desktop software in order to conduct the initial GIS data load and ongoing maintenance of the data. The ESRI software must be available for use by the **New World** Customer Support Center to assist the **City** with GIS data support.

Responsibilities	
New World	City
1. Assist City (via the GIS Implementation Specialist) in loading/importing their GIS data into the New World enterprise geo-database within the New World software. 2. Conduct a GIS Overview for City.	1. Develop initial GIS data and maintain GIS data ongoing. 2. Identify and make available the City GIS point of contact responsible for ongoing GIS maintenance. 3. Provide all software licenses for ESRI Desktop software ArcEditor/ArcInfo and any associated systems software and workstation equipment necessary for the initial import/load of the GIS data into the New World enterprise geo-database. 4. Provide trained staff to make GIS data changes or corrections in support of GIS implementation. 5. Be solely responsible for the content and accuracy of the supplied GIS data.

CONSTRUCTION PHASE – STEP 4D

Product and Service Deliverables	
Products	Services
None	1. Prepare Initial Databases (GIS) 2. Install Initial Databases (GIS) 3. Train City Staff on Server Administration & Maintenance (GIS)

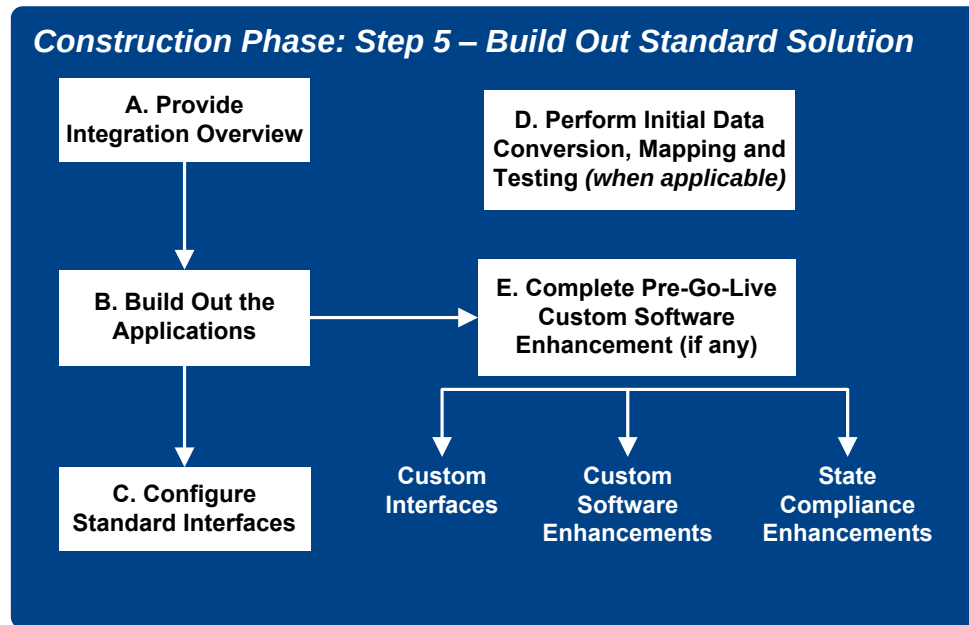
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of GIS Overview Training.

CONSTRUCTION PHASE – STEP 5A

E.6.2 Step 5: Build Out the Standard Solution



Steps 5 through 9 are repeated for each Application if the project contains multiple go-live events.

Step 5A – Provide Integration Overview

Overview: **New World** and **City** Build Teams will meet for one or two days to review the Aegis application in its entirety to generate a solid understanding of how each of the application components functions, how components are integrated, and how data is managed throughout the system.

This *Provide Integration Overview* step focuses on developing an end-to-end perspective across all applications for **City's** Build Team on how data management and construction decisions in one area of the Aegis suite can impact other areas.

Key participants include:

1. **New World** Project Manager
2. **New World** Application Specialist
3. **City** Project Manager
4. **City** Build Team Members
5. **City** Subject Matter Experts

CONSTRUCTION PHASE – STEP 5A

Responsibilities	
New World	City
1. To provide appropriate Application Specialists onsite to assist with Integration Introduction. 2. To guide City through the application integration and operational specifications of the licensed components.	1. Coordinate with City participants to be available as necessary. 2. Provide and schedule necessary facilities for session. 3. Assign, schedule and ensure attendance and participation of appropriate staff for session.

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the Integration Overview.

Step 5B - Build Out the Applications

Overview: This *Build Out of the Applications* step includes reviewing the available functionality of each application and module and assisting/training **City** SMEs to:

1. Define **City** workflows
2. Build out validation sets
3. Make application configuration settings
4. Set up standard forms as required for each application and module purchased

To define **City** workflows, a hands-on Build Review of each application is completed in a class room with computer workstations with access to the application software. Build Reviews are facilitated by **New World** Application Specialists for each application area. **City** operations staff expert(s) on the application area attend the reviews to learn how to set up, configure, and maintain the software.

The Build Reviews are conducted by walking through each function within each application from the user/administrator point-of-view and examining every project construction element as it relates to a particular process. During the review, decisions are made regarding the construction elements and the system is setup accordingly on-the-spot where possible. In addition, homework is assigned to **City** operations staff to complete additional tasks outside of the review sessions regarding definition of workflows and/or set up of the system configuration. The homework results are reviewed in subsequent review sessions with the full group.

At the conclusion of each application's Build Review, the application is properly configured with all related system variables fully defined and set-up.

The Build Reviews include:

1. Reviewing the various **City** work processes and the functional relationship to the software.
2. Review of any applicable Requirements Definition documentation for Custom Enhancements and/or Interfaces regarding impacts on **City** workflows.
3. Identification and documentation of any desired configuration modifications to the standard software solution (not previously contracted).
 - a. Standard software applications
 - b. Standard Interfaces
 - c. State reporting requirements (e.g. IBR, UCR, Accident)
4. Validation of any custom modification decisions related to implementation of the standard software solution and the post-live custom requirements.
 - a. Custom software modifications
 - b. Custom interfaces
5. Identification of any Agency-specific reports (internal management reports, public inquiries, etc.).

CONSTRUCTION PHASE – STEP 5B

Responsibilities	
New World	City
1. Provide access to up-to-date user manuals for workshop participants. 2. New World's Project Manager and Application Specialist(s) will act as facilitators to lead the walk through of the New World standard software solution with the City staff and train City Staff on how to configure and set up each application. 3. The New World Project Manager will assist City Project Manager to prepare the City team for the Build Reviews. 4. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the review. 5. The New World Application Specialist will present the configured applications and facilitate an interactive exchange with the City to review workflow and usability of the configured applications with the City. 6. A New World Executive Manager may participate in the Build Reviews, as well as in a project review meeting with Customer's senior staff. 7. The New World Project Manager will work with City Project Manager to finalize the content of the User Training Plans as part of the Build Reviews.	1. The City Project Manager is responsible for preparing the City team for the Build Reviews, ensuring all necessary City team members attend the reviews, configure the system and complete homework assignments. 2. City is responsible to make decisions regarding configuration and set up and to apply those decisions to the configuration and set up of the application software. 3. Once initial Build Out is complete for each application area, City team leaders and SMEs will walk the review group through City workflow and policy to validate the set up and usability in the configured New World applications. 4. During the walk through, City will determine any additional workflow modifications and/or minor software configuration changes required and will document in writing the list of any additional configuration changes required. 5. City is responsible for ensuring the implementation of any workflow changes prior to rollout and training to its end-user community. 6. Provide in writing a list of any required non-standard New World reports not yet identified or included in the Agreement. 7. The City Project Manager will work with New World Project Manager to finalize the content of the User Training Plans. 8. Presentation of the final configuration and set up to City staff: "Here's how the system has been constructed."

CONSTRUCTION PHASE – STEP 5B

Product and Service Deliverables	
Products	Services
None	1. Train and Assist City to Build Out Each Application Purchased (Configuration and Setup) 2. Train City Staff on Application System Administration 3. Install any remaining go-live contract deliverables (Custom Interfaces, Custom Enhancements)

Milestones
1. Complete Build Out of the Configuration for Functional Test

Formal Notifications
1. Notification that Payment Milestone is Complete – Complete Build Out of Configuration for Functional Test

Completion Criteria: This step shall be complete upon notification from **New World** the standard solution build is ready for Functional Test.

CONSTRUCTION PHASE – STEP 5C**Step 5C – Configure Standard Interfaces**

Overview: Configure contracted standard interfaces in the **City** environment.

Responsibilities	
New World	City
1. Work with City to define the desired application workflow.	1. Work with New World to define the desired application workflow.
2. Configure the contracted standard interfaces in City environment.	2. Coordinate access to third parties as requested by New World to install and test the interfaces.
3. Assist City with interface integration testing.	3. Complete integration testing for each installed interface.

Product and Service Deliverables	
Products	Services
None	1. Configuration of Standard Interfaces

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the tests of the standard interfaces configuration.

CONSTRUCTION PHASE – STEP 5E

Step 5D - Perform Initial Data Conversion Development, Mapping and Testing

Overview: In parallel to the *Build Out the Applications* step, **New World** and the **City** will perform the initial data conversion development, mapping and testing to convert the existing data files defined in the **Agreement**. If additional files are identified after execution of the **Agreement**, estimates will be provided to the **City** prior to **New World** beginning work on those newly identified files.

Based on the Data Conversion Plan, the **City** and **New World** will conduct the initial data conversion tasks. Note, no data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records or editing must take place by the **City** prior to providing the data to **New World**.

Responsibilities	
New World	City
1. Program the data conversion tools per the Data Conversion Plan. 2. Test the data conversion tools to validate they correctly follow the mappings. 3. Provide converted test data files to City for testing.	1. Cleanse the data to be converted as required prior to providing to New World. 2. Map the data fields for the files to be converted so they align to the New World data base fields. 3. Provide New World with the data files to be converted by extracting live data from the legacy system and submitting to New World. 4. Assist New World in analyzing the source data extracted as requested. 5. Correct any data issues in the source identified by New World when necessary. 6. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 7. Identify any concerns within fifteen (15) days of receiving the data conversion test files.

CONSTRUCTION PHASE – STEP 5E

Product and Service Deliverables	
Products	Services
None	1. Provide Initial data conversion development, mapping, testing

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete at the conclusion of the next to last delivery of test data conversion files.

CONSTRUCTION PHASE – STEP 5F

Step 5E - Complete Pre-Go-Live Custom Software Enhancements (if any)

Overview: During this step, working with the **City**, **New World** will complete development and installation of any Custom Software Enhancements, Custom Interfaces and/or State Compliance Enhancements in **City** environment required for go-live. The results of this step are a completed system ready for go-live.

Responsibilities	
New World	City
- Complete development tasks for Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. - Working with City, implement the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements as required for go-live.	- Provide liaison to participating City agency staff and third party vendors as required supporting installation and test of interfaces to third party systems. - Test the Custom Enhancements, Custom Interfaces and/or State Compliance Enhancements. - Notify New World within 15 days of installation of custom software of any issues discovered during test.

Product and Service Deliverables	
Products	Services
- Licensed Custom Software (pre-go-live) - Custom Interfaces - Custom Software Enhancements	Install any remaining go-live Contract Deliverables (Custom Interfaces, Custom Enhancements)

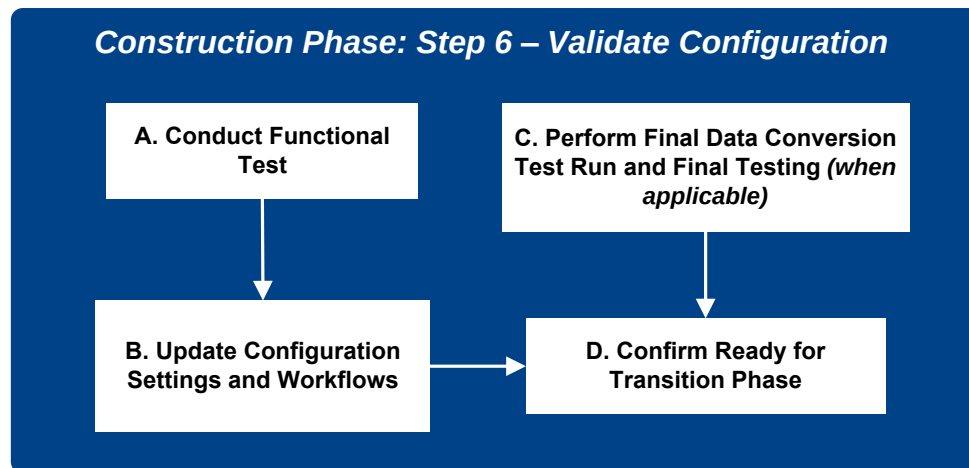
Milestones
None

Formal Notifications
Project Deliverable Completion Notification – Deliver Licensed Custom Software Enhancements and Custom Interfaces

Completion Criteria: This step shall be complete upon the **City's** acceptance of the custom interfaces.

CONSTRUCTION PHASE – STEP 6A

E.6.3 Step 6: Validate Configuration



Step 6A – Conduct Functional Test

Overview: The functional test is a determination if the standard solution is ready for user training and go-live. It can be performed by the **Customer**, or if Functional Test Services are contracted from **New World**, the functional test can be performed jointly by **New World** and the **City**. The functional test is intended to validate the licensed software satisfies the functional specifications included in the **Agreement** and/or RFP response from **New World**. If no functional specifications were provided in the **Agreement** or RFP response, then the functional test is simply a final review of readiness to begin User Training.

Responsibilities	
New World	City
1. Functional Test Services shall: - To provide appropriate Application Specialists onsite to assist with functional test - To guide City through the functional specifications one at a time, and demonstrate/verify the specification is satisfied by the software - To assist City to record the results of each functional test - To assist City to tally the test results - To confirm pass/fail of the functional test per the test criteria	1. City has purchased Functional Test Service, therefore City shall: - Walk through functional specifications one at a time to witness, observe and verify the specification is satisfied by the software - Assist New World to record the results of each functional test - Assist New World to tally the test results 2. City has purchased Functional Test Services, City shall: - Verify the software meets the specifications defined in the Functional Test Checklist for licensed software - Document concerns identified during the review of the Functional Test Checklist using

CONSTRUCTION PHASE – STEP 6A

	the standard notification process provided by New World
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Product and Service Deliverables	
Products	Services
None	1. Conduct Functional Test with City

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the functional test results to the **City**.

CONSTRUCTION PHASE – STEP 6B

Step 6B - Update Configuration Settings and Workflows

Overview: During this step, **City** updates the Workflows, Validation Sets, Configuration Settings and Standard Forms based on the results of the functional test.

Responsibilities	
New World	City
1. Review results of functional test with City. 2. Provide guidance to City to changes to the software based on the results of the functional test.	1. Apply configuration or other changes as determined by the functional test results.

Product and Service Deliverables	
Products	Services
None	1. Assist City to Conduct Final System Configuration Review 2. Assist City to Make Final Workflow, Configuration and Setup Adjustments

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon commencement of User Training.

CONSTRUCTION PHASE - STEP 6C

Step 6C - Perform Final Data Conversion Test Run and Final Testing (Per Exhibit H in the Agreement)

Overview: In parallel to the *Update Configuration Settings and Workflows* step, **New World** and the **City** will perform the final data conversion test run and testing of the converted data files defined in the **Agreement**.

Responsibilities	
New World	City
1. Provide final converted test data files to for testing. 2. Coordinate New World resources to support City's Acceptance Testing.	1. When provided with a converted test data set, test the conversion to validate for accuracy and completeness. 2. Coordinate and conduct Acceptance Testing, 3. Identify any concerns within fifteen (15) days of receiving the data conversion test files.

Product and Service Deliverables	
Products	Services
None	1. Provide final data conversion testing

Milestones
None

Formal Notifications
1. Notification of Data Conversion Pre-Go-Live Approval

Completion Criteria: This step shall be complete when the **City** provides data conversion pre-go-live approval to **New World**.

CONSTRUCTION PHASE - STEP 6D

Step 6D – Confirm Ready for Transition Phase

Overview: Review the overall project status to ensure all requirements for the go-live event have been completed and the go-live event can occur with minimal disruption or risk. Document all related issues and concerns and jointly agree, in writing, to move forward with training and transition to the live environment.

Responsibilities	
New World	City
New World Project Manager will review the Project Management Workbook with the City to ensure all applicable issues and action items were addressed. New World will assist City to prepare the Pre-Go-Live Checklist. - Develop Conversion Cutover Plan (as part of the Go-Live Plan). - Final verification New World resources are scheduled to conduct City go-live activities. - Review Training Plans with City.	- Working with New World, review the Project Management Workbook to ensure all applicable issues and action items have been addressed to move forward with training and transition to the live environment. - Ensure its team is fully committed to the go-live event and the proper governance and leadership is in place to guide the City through a successful go-live event. - Assist New World to prepare the Go-Live Checklist. - Plan, schedule, communicate and coordinate all user planning, preparation and go-live tasks and events. - Ensure requirements for training sessions have been met and attendees have been notified of their required participation. - Working with New World, review the Training Plans to ensure training will meet the needs of the user base.

CONSTRUCTION PHASE - STEP 6D

Product and Service Deliverables	
Products	Services
None	1. Confirm Go-Live Plan 2. Confirm Training Plans

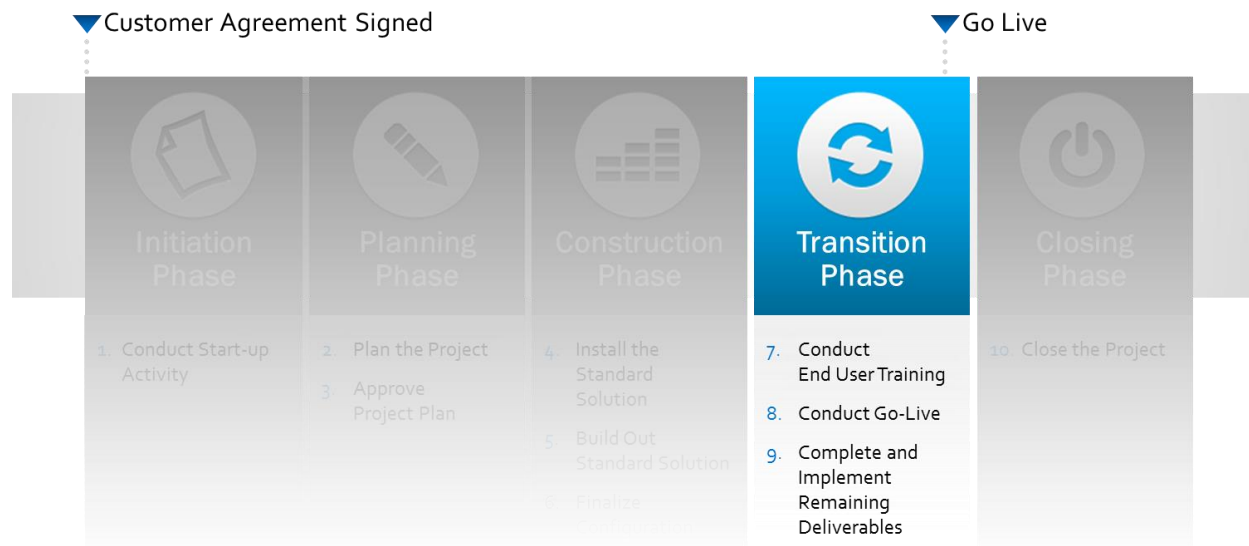
Milestones
1. Approve Final Configuration for Training and Go-Live

Formal Notifications
1. Notification that Milestone is Complete - Approve Final Configuration for Training and Go-Live

Completion Criteria: This step shall be complete upon delivery to the **City** of completed Pre-Go-Live Readiness Checklist.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.7 Transition Phase



Purpose: Train users, perform data conversion, execute go-live, complete post go-live activities, finalize City application customizations and optimize implementation.

Description of Phase: The Transition Phase consists of three steps.

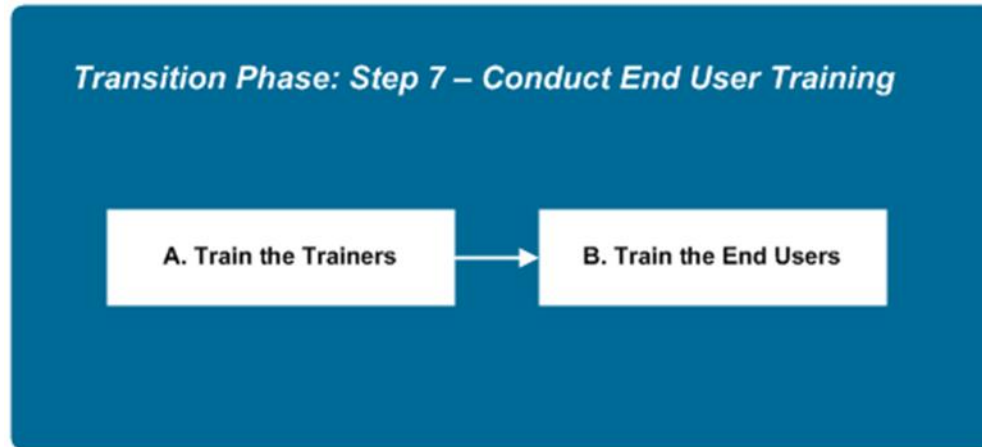
- Step 7 - Conduct End User Training
- Step 8 - Conduct Go-Live
- Step 9 - Complete and Implement Remaining Contract Deliverables

During this Phase, **New World** and **City** project teams train users, cut over from legacy systems and complete post go-live requirements.

The Transition Phase is repeated for each application if the project contains staged go-live events.

TRANSITION PHASE – STEP 7A

E.7.1 Step 7: Conduct End User Training



Steps 5 through 9 are repeated for each application if the project contains staged go-live events.

Step 7A – Train the Trainers

Overview: New World's Application Specialist(s) provide user training to City staff.

Responsibilities	
New World	City
1. The New World Project Manager will assist City Project Manager to prepare the City team for Train-the Trainer Training. 2. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course. 3. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with City staff to: a. Understand the functional use of the application b. Establish that attendees have the knowledge to successfully train others c. Develop training techniques and lesson plans to successfully train end users d. Resolve common training problems to minimize disruption and delays during the end user training process 4. Monitor training course attendance and ensure all appropriate users receive training.	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach is used, select the City trainers and receive the Train-the-Trainer training from New World. 5. If a Train-the-Trainer approach is used, City must provide end user training. 6. Monitor training course attendance and ensure all appropriate users receive training. 7. Identify in writing any issues regarding training delivery.

TRANSITION PHASE – STEP 7A

5. Identify in writing any issues regarding training delivery.	
6. Provide a recap of the training activities related to each application.	

Product and Service Deliverables	
Products	Services
None	1. Provide Training for City Trainers 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Notification that Milestone is Complete – Complete Pre-Go-Live User Training

Completion Criteria: This step shall be complete at the conclusion of all **New World** Delivered Train the Trainer sessions.

TRANSITION PHASE – STEP 7B

Step 7B – Train the End Users (if applicable)

Overview: New World’s Application Specialist(s) provide user training to City staff.

Responsibilities	
New World	City
1. None, unless City has purchased End User Training Services from New World. 2. If City has purchased End User Training Service, then: a. The New World Project Manager will assist City Project Manager to prepare the City team for the End User Training b. The New World Project Manager and/or Application Specialist will provide additional applicable documentation required during the course c. The New World Application Specialist will present the configured applications in a manner that facilitate an interactive exchange with City staff to understand the functional use of the application d. Monitor training course attendance and ensure all appropriate users receive training. e. Identify in writing any issues regarding training delivery f. Provide a recap of the training activities related to each application CAD End User Training is delivered by New World as part of the standard delivery model.	1. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 2. Provide and schedule necessary facilities for training sessions. 3. Ensure training facilities are set up and configured with all requisite hardware/software. 4. If a Train-the-Trainer approach has been selected and the City is providing End User Training, the City must do the following: a. Train all users. b. Monitor training course attendance and ensure all appropriate users receive training. c. Identify in writing any issues regarding training delivery d. Provide New World with a recap of the training activities related to each application 5. Test operational performance of the system in conjunction with End User Training to reconfirm solution’s readiness for go-live.

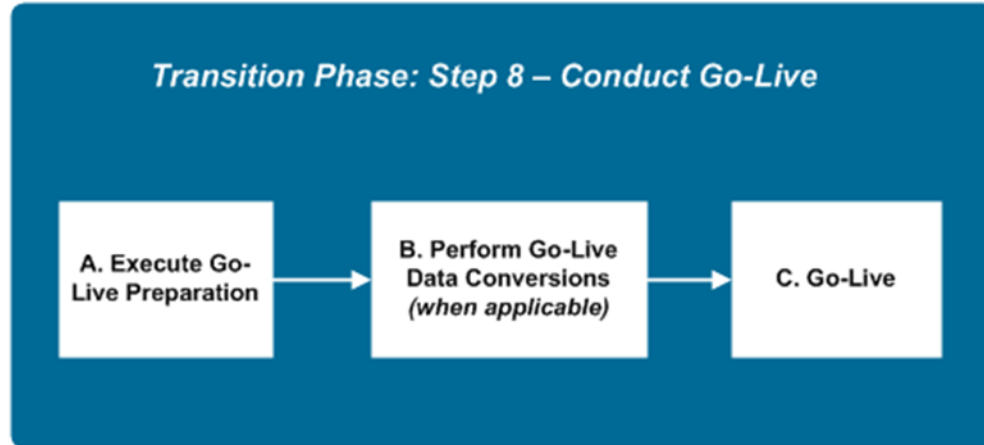
TRANSITION PHASE – STEP 7B

Product and Service Deliverables	
Products	Services
None	1. Provide Training for City End Users (if purchased) 2. Prepare assessment of areas that need further training 3. Develop Post Go-Live Training Plan (if necessary)

Milestones
1. Complete Pre-Go-Live User Training

Formal Notifications
1. Notification that Payment Milestone is Complete – Complete Pre-Go-Live User Training (If End User Training provided by New World)

Completion Criteria: This step shall be complete at the conclusion of all **New World** delivered End User Training session(s).

TRANSITION PHASE – STEP 8A**E.7.2 Step 8: Conduct Go-Live**

Steps 5 through 9 are repeated for each application if the project contains staged go-live events.

Step 8A - Execute Go-Live Preparation

Overview: During and immediately after User Training, **New World** and the **City** work together to prepare for go-live as documented in the PMW.

TRANSITION PHASE – STEP 8A

Responsibilities	
New World	City
1. Working with City, execute the Pre-Go-Live Readiness Checklist. 2. In preparation for go-live, New World will assist City to verify the operational readiness of the production environment. This activity may be managed by the Project Manager. The key areas to be reviewed (when applicable) and New World team members that will assist in the review are: a. Infrastructure and related operational environment (Technical Services team) b. Application configuration, compliance adherence and custom software modifications (Application Specialists) c. Standard and Custom Interfaces (Interface Team/Application Specialists) d. Custom forms (Form Development team) e. Data Conversion (Data Conversion team) 3. New World assists City in preparing production server for go-live including: a. Run SQL go-live script b. Set counters c. Other maintenance tasks 4. Provide final updates, when applicable, to the following: a. Standard software b. Custom software c. Hardware d. Interfaces e. State reporting f. Data conversion g. GIS 5. In preparation for go-live New World will coordinate an internal Pre-Live Leadership Meeting with resources assign to provide go-live services for City.	1. Verify the operational readiness of the production environment. (New World will assist.) 2. Prepare production server for go-live (New World will assist) including: a. Run SQL go-live script b. Set counters c. Other maintenance tasks 3. Schedule, communicate and coordinate all user planning, preparation and go-live tasks and events.

TRANSITION PHASE – STEP 8A

Product and Service Deliverables	
Products	Services
None	1. Assist the City to Execute Go-Live Preparations

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete on the day **City** cuts over to live production use of the software

TRANSITION PHASE – STEP 8B

Step 8B - Perform Go-Live Data Conversion

Overview: In parallel to the *Execute Go-Live Preparation* step, **New World** and the **City** will perform the go-live data conversion.

Responsibilities	
New World	City
1. Execute the go-live data conversion per the Data Conversion Plan. (Typically move tested data conversion from Test Environment into Production Environment.)	1. Assist New World as requested in executing the Go-Live Conversion Plan. 2. When provided with the go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) days of New World applying the go-live data conversion files to the Production environment.

Product and Service Deliverables	
Products	Services
None	1. Execute Data Conversion

Milestones
None

Formal Notifications
1. Notification of Data Conversion Pre-Go-Live Approval

Completion Criteria: This step shall be complete when the **City** provides Data Conversion Pre-Go-Live Approval to **New World**.

TRANSITION PHASE – STEP 8C

Step 8C - Go-Live

Overview: With assistance from **New World**, the **City** goes live on all applications, modules and interfaces identified in the **Agreement** and as documented in the PMW.

Responsibilities	
New World	City
1. Execute the Go-Live Checklist. 2. New World conducts City turnover to Customer Support. 3. New World receives clearance for onsite staff to depart City site.	1. Provide SME staff to assist with go-live for each of the applications to serve as the first line of support during the go-live period. 2. Place the software into production and begin operational use in consultation with New World and in accordance with the PMW. 3. Provide a detailed list of questions and issues that require explanation or resolution by New World at the end of each day during go-live period.

Product and Service Deliverables	
Products	Services
None	1. Support City During Go-Live Period

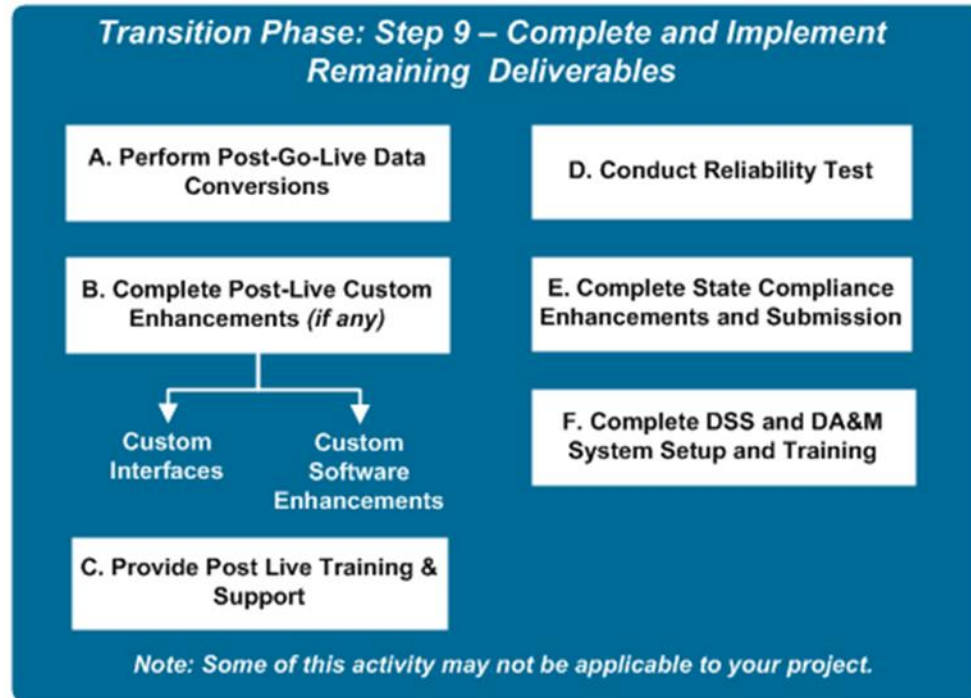
Milestones
1. Go-Live

Formal Notifications
2. Notification that Payment Milestone is Complete – Go-Live Complete

Completion Criteria: This step shall be complete on the day the **New World** go-live team leave's the **City** site.

TRANSITION PHASE – STEP 9A

E.7.3 Step 9: Complete and Implement Remaining Contract Deliverables



Steps 5 through 9 are repeated for each application if the project contains staged go-live events.

Step 9A - Perform Post Go-Live Data Conversion

Overview: **New World** and the **City** will perform the post go-live (and final) data conversion.

Responsibilities	
New World	City
1. Execute the post go-live data conversion per the Data Conversion Plan.	1. Assist New World as requested in executing the Post Go-Live Conversion Plan. 2. When provided with the post go-live data set, test the conversion in the Production Environment to validate for accuracy and completeness. 3. Identify any concerns as soon as possible, but no later than fifteen (15) days of New World applying the post go-live data conversion files to the production environment.

TRANSITION PHASE – STEP 9A

Product and Service Deliverables	
Products	Services
None	1. Install any post go-live contract deliverables (data conversion)

Milestones
None

Formal Notifications
1. Notification of Data Conversion Post Go-Live Approval

Completion Criteria: This step shall be complete when the **City** provides Data Conversion Post Go-Live Approval to **New World**.

TRANSITION PHASE – STEP 9B

Step 9B - Complete Post Go-Live Custom Enhancements (if any)

Overview: **New World** will provide the **City** remaining contracted Custom Software Enhancements and/or Custom Interfaces and Installation Services per the **Agreement**.

Responsibilities	
New World	City
1. Complete development and deliver Custom Software Enhancements and Custom Interfaces to City. 2. Assist City to implement Custom Software Enhancements and/or Custom Interfaces as appropriate. 3. Provide training for Custom Software Enhancements and/or Custom Interfaces as appropriate. 4. Perform Final Acceptance Testing Services working with City (if applicable).	1. Provide resources and work with New World to support the installation of software upgrades when enhancements and/or custom software are available, including interfaces and state reporting. 2. Coordinate access to third parties as requested by New World to install and test the interfaces. 3. Test the Custom Software Enhancements and Custom Interfaces. 4. Provide timely approval (within 15 days of delivery) of each Custom Software Enhancement and/or Custom Interface as meeting the requirements of each appropriate Requirements Definition Document. 5. Perform Final Acceptance Testing working with New World. (if applicable)

Product and Service Deliverables	
Products	Services
1. Licensed Custom Software (Post Go-Live) - Custom Interfaces - Custom Software Enhancements	1. Install any post go-live contract deliverables (Custom Interfaces, Custom Enhancements) 2. Provide City with assistance for Final Acceptance Testing

Milestones
1. Complete Development and Implementation of Remaining Deliverables

Formal Notifications
1. Notification that Milestone is Complete – Complete Development and Implementation of Remaining Deliverables 2. Notification that Project Deliverable is Complete - - Deliver Remaining Licensed Standard Software - Deliver Custom Software Enhancements - Deliver Custom Interfaces

Completion Criteria: This step shall be complete when the **City** provides approval to **New World** for each of the custom contract deliverables or within fifteen (15) days of delivery, whichever comes first.

TRANSITION PHASE – STEP 9C

Step 9C – Provide Post Live Training and Support (if required)

Overview: If required and planned in the Project Plan, **New World** will provide the **City** with Training and Support Services post go-live to ensure successful transition from the **City** previous systems to the **New World** software.

Responsibilities	
New World	City
1. Provide remotely or onsite Training as specified in the Project Plan. 2. Provide additional support services remotely or onsite as specified in the Project Plan including reviewing: a. Infrastructure and related operational environment b. Application configuration, compliance adherence and custom software modifications c. Standard and custom interfaces; d. Custom forms e. Data conversion f. Release pathing/open item review	1. City staff to attend training as specified in the Project Plan. 2. Provide access and staff support as necessary to support the Post go-live activities. 3. Identify in writing areas of concern regarding workflows, system responsiveness, data inputs, configuration and setup. 4. Implement New World recommendations as soon as possible following delivery of recommendations.

Product and Service Deliverables	
Products	Services
None	1. Post Go-Live Training and Support Services.

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the Post-Live Training and Support for **City** Staff.

Step 9D - Complete State Compliance Enhancements and Submission

Overview: As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, UCR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

During the Construction Phase of the project, **New World** works with the agency to implement state reporting rules. The first full test of these rules occurs 3 to 4 weeks after go-live to ensure the **City** has accumulated sufficient data for submission to the state. State reporting and editing can be a significant challenge and to assist the **City** with this event, **New World** schedules and assigns an Application Specialist to assist the **City** with their first submission process post go-live.

Responsibilities	
New World	City
1. Assist City to submit initial reports (IBR, UCR, NIBRS, etc.) from the New World system to the State. 2. Provide consultation, guidance and/or support on issues resulting from initial submission attempts: a. Review infrastructure and related operational environment when there are submission issues, and provide City with an explanation that pinpoints the source of the issue when it is unclear whether the issue is software or environmentally related b. Provide application configuration modifications to assist City as determined to optimize operational workflow and support compliance reporting requirements c. Modify custom forms based on review of City workflows after City has worked with the forms in a production environment d. Provide spot training to City personnel if needed	1. Identify primary and secondary staff responsible for submission and correction of state reports. 2. Identify state contact and state testing procedures to ensure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting. 3. Verify infrastructure and related operational environment. (Assistance provided by New World Technical Services team.) 4. Verify application configuration, compliance adherence and custom software modifications. (Assistance provided by New World Technical Services team.) 5. Build compliance test plan. 6. Test all forms and compliance submissions. 7. Document all test results. 8. Identify in writing any suspected failures, prioritize and notify New World. 9. Provide access and staff support as necessary to support the New World activities.

TRANSITION PHASE – STEP 9D

Product and Service Deliverables	
Products	Services
None	1. Provide State Reporting Submission Services

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon the submission of one report of each required type (IBR, UCR, NIBRS, etc.) within accepted error rate guidelines.

Step 9E - Complete Decision Support Software and Data Analysis & Mapping (DA&M) Setup and Training

Overview: New World will provide the City with implementation of licensed Decision Support Software and Data Analysis & Mapping modules and related training services.

Responsibilities	
New World	City
1. Facilitate one or more consultative session(s) (onsite) with executive command staff to discuss data needs and information requirements for decision making. 2. Lead solution design and review sessions to document and collaboratively design reporting cubes and dashboards to assist with data needs and decision making as discussed during the consultative session(s). 3. Configure and train on DSS software. 4. Configure and train on DA&M software. 5. Provide training session(s) to provide an overview of using each DSS and DA&M licensed module including basic reporting and dashboard creation and other standard features. 6. Build City specific reporting cube(s) and dashboard(s) as agreed upon during solution design and review.	1. Ensure appropriate command level personnel/decision makers are available for the consultative sessions to discuss data needs and information requirements for decision making. 2. Ensure infrastructure is in place to support DSS and DA&M implementation. (Generally setup in Step 4 of Construction phase.) 3. Approve agreed upon requirements of reporting cubes and dashboards. 4. Assign, schedule and ensure attendance and participation of appropriate staff for training sessions. 5. Provide and schedule necessary facilities for training sessions. 6. Ensure training facilities are set up and configured with all requisite hardware/software. 7. Monitor training course attendance and ensure all appropriate users receive training. 8. Identify any issues in writing.

TRANSITION PHASE – STEP 9E

Product and Service Deliverables	
Products	Services
None	1. Install Decision Support Software (post go-live) a. City Specific Reporting Cubes and Dashboards b. Installation services of City specific Reporting Cube(s) and Dashboard(s). c. Training services for City staff 2. Install Data Analysis & Mapping software (post go-live)

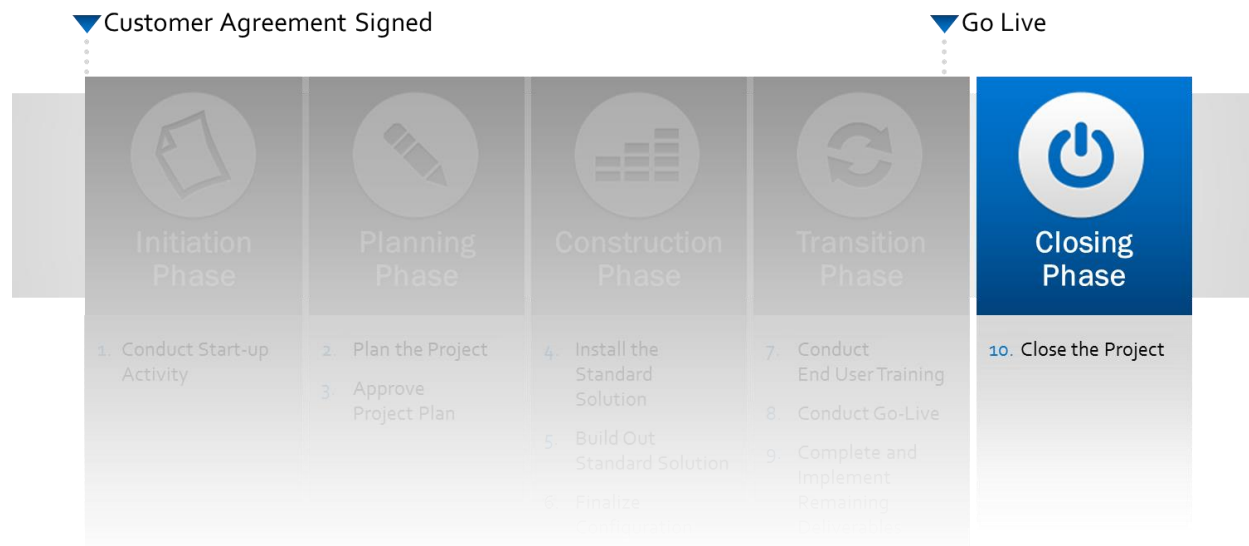
Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon completion of the DSS and DA&M Training Services for **City** Staff.

5 PHASE PROJECT IMPLEMENTATION METHODOLOGY

E.8 Closing Phase



Purpose: Review the project, approve closure, disengage project management and transition **City** to the Account Management Team.

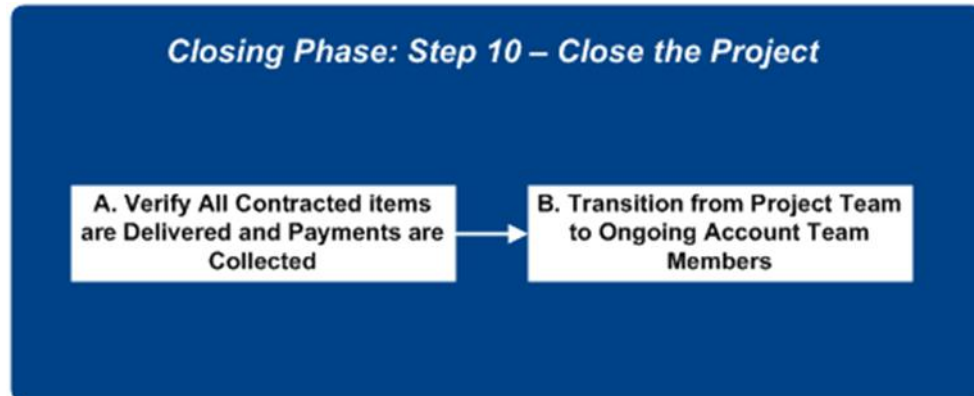
Description of Phase: The Closing Phase consists of one step.

- Step 10 – Close the Project

During this Phase, the **New World** Project Manager reviews the project with Executive Management, closes out all remaining documentation tasks and disengages from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and the **City**.

CLOSING PHASE – STEP 10A

E.8.1 Step 10: Close the Project



Step 10A – Verify All Contract Items Delivered and Payments are Collected

Overview: **New World** and the **City** will review the **Agreement** and Project Plan to confirm all deliverables and services have been deployed per the terms of the **Agreement**. The Project Manager will confirm all payments have been collected related to contract terms and conditions.

Responsibilities	
New World	City
1. The Project Manager will review final project status with City to ensure all product and service contract deliverables in the Agreement are delivered, billed and all invoices have been paid.	1. Complete any remaining payments from the Agreement .

Product and Service Deliverables	
Products	Services
None	None

Milestones
None

Formal Notifications
None

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter and agreement from the **City**.

Step 10B – Transition from Project Team to Account Team and Close Project

Overview: **New World** Project Manager will schedule a formal turnover with the **City** to the **New World** Account Management Team. The **New World** Account Management team includes the Executive Sponsor, Customer Support and Customer Care. The managers of Customer Care and Customer Support will introduce their organization structure and review the services each team provides.

Project Closure will be formally communicated to the **City**, ensuring the **City** and the **New World** Customer Support team members are aware the deployment of the **New World** software and services has been completed.

From this point forward, the **City** and **New World** shall operate in a support relationship as provided for in the Software Support Maintenance Agreement (Exhibit C) of the **Agreement**.

Responsibilities	
New World	City
1. The New World Project Manager will coordinate a meeting, either via teleconference or onsite, to review the project status and transition ongoing communications with City to the assigned Account Team. 2. Prepare the Project Closure Letter. 3. Managers of New World Customer Support participate in the meeting with City. 4. The Project Manager will deliver the Project Closure Letter to City.	1. Provide appropriate personnel for the Customer Support turnover meeting. 2. Provide a location with a conference phone for the support turnover meeting.

Product and Service Deliverables	
Products	Services
None	1. Close Out the Project

Milestones
1. Project Complete

Formal Notifications
1. Notification that Payment Milestone is Complete – Close Project

Completion Criteria: This step shall be complete upon delivery of the Project Closure Letter and agreement from the City.

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

Tentative Agenda
Page 734 of 863

Budget Year 2015	Division: Police Dept.: Police Requestor: Jamie Fields	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$622,000 is requested in the Police Records Management System project for the contract with New World Systems. The funding will come from the ERP Upgrade/Replacement (\$531,336), Geographic Information Systems (\$1,733), AS/400 Upgrades (\$12,423), and Fire Department Information Technology Improvements (\$76,508) projects.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/18/2015
	LEGISTAR FILE ID#:	2015-0353
	<i>Kevin Springer</i> 7/31/2015 4:35 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		-	-				v.20150402
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
4470.9470.5801.00	622,000	-	14009	2000	EX	Fixed Assets	
4470.9470.5801.00	(531,336)	-	13008	1	EX	Fixed Assets	
4470.9470.5209.00	(1,733)	-	02055	1	EX	Software	
4470.9470.5801.00	(12,423)	-	04027	1	EX	Fixed Assets	
4470.9470.5801.00	(76,508)	-	10017	1501	EX	Fixed Assets	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 63 of 863

Text File

File Number: 2015-0360

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 3

PRESIDIO NETWORKED SOLUTIONS, LLC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN THE AMOUNT OF \$158,355.05 PLUS APPLICABLE TAXES, PURSUANT TO THE TIPS/TAPS COOPERATIVE PURCHASING CONTRACT, FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK ARRAYS FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES, 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 authorizes a contract with Presidio Networked Solutions, LLC in the amount of \$158,355.05 plus applicable taxes, pursuant to the TIPS/TAPS cooperative purchasing contract for the purchase of three (3) Nimble Storage Area Network Arrays for the Enterprise Resource Planning and Public Safety System software upgrades.

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.

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

Tentative Agenda
Page 736 of 863

Budget Year	Division: Information Technology	Adjustment Number
2015	Dept.: Finance & Internal Services	
	Requestor: Keith Macedo	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$125,860 is requested in the ERP Upgrade/Replacement and \$47,935 is requested in the Police Records Management System projects for a contract with Presido.

The funding will come from the Document Management (\$100,000), Geographic Information Systems (\$25,860), and Police Impact Fee Improvements (\$47,935).

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/18/2015
	LEGISTAR FILE ID#:	2015-0360
	<i>Kevin Springer</i>	
	8/3/2015 8:48 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	47,935	47,935					v.20150402
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4470.9470.5801.00	125,860	-	13008	3000	EX	Fixed Assets	
4470.9470.5801.00	47,935	-	14009	3000	EX	Fixed Assets	
4470.9470.5801.00	(100,000)	-	02094	1	EX	Fixed Assets	
4470.9470.5801.00	(25,860)	-	02055	1	EX	Fixed Assets	
4470.0947.6602.30	-	47,935	14009	3000	RE	Transfer from Impact Fee	
2300.9300.5801.03	(47,935)	-	07001	3	EX	Fixed Assets - Police Impact	
2300.9300.7602.47	47,935	-	07001	3	EX	Transfer to Cap Improvement Fund	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					

City of Fayetteville Staff Review Form

2015-0360

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

7/30/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION AUTHORIZING A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK (SAN) ARRAYS FOR THE ERP AND PUBLIC SAFETY SYSTEM UPGRADES IN THE AMOUNT OF \$173,794.67, PURSUANT TO THE TIPS/TAPS CONTRACT #2072612, AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

13008.3000 / 14009.3000

13008 - ERP Upgrade/Replacement

14009 - Police Records Mgt System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,136,344.00

Funds Obligated \$ 2,001,051.00

Current Balance **\$ 135,293.00**

Does item have a cost? Yes

Item Cost \$ 173,794.67

Budget Adjustment Attached? Yes

Budget Adjustment \$ 173,795.00

Remaining Budget **\$ 135,293.33**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Keith Macedo, Information Technology Director *KJM*

FROM: Brad Fulmer, Infrastructure Manager *BA*

DATE: July 29, 2015

SUBJECT: Resolution to approve the purchase of Storage Area Network (SAN) Hardware for the Enterprise Resource Planning (ERP) and Public Safety projects.

RECOMMENDATION:

Staff recommends authorizing a contract with Presidio Networked Solutions for the purchase of three (3) Nimble Storage Area Network (SAN) Arrays for the ERP and Public Safety system upgrades in the amount of \$173,794.67, pursuant to the TIPS/TAPS contract #2072612, and to approve a budget adjustment.

BACKGROUND:

The City purchased and implemented our current ERP system, from New World Systems Corporation, in 1992 and Public Safety began using New World Systems in 1997. The proposed Storage Area Network (SAN) Arrays will replace both the existing ERP AS400 and Public Safety server storage capacities and support the New World Systems Windows based .net platform. The new SAN's have been designed to accommodate current storage capacities with the capability to expand for future needs.

DISCUSSION:

The Nimble SAN solution provides a cost effective, high performance, modular storage infrastructure that can meet or exceed the requirements set forth from the proposed New World ERP and Public Safety systems. The new hardware will increase our data storage capacity from .5TB to 12TB, and will help us meet the needs of current and future development within the City of Fayetteville. New World has recommended this significant increase in storage capacity to account for their new Public Safety system architecture, which has significant enhancements that improve usability and functionality. The growth in storage is compounded when you consider our population increase and the additional technology demands of our Public Safety departments.

BUDGET/STAFF IMPACT:

A portion of the Police related SAN, in the amount of \$47,935.00, is funded from the Police Impact Fee fund. The remaining funds for this project are available in the 2015 Capital Improvements Plan (CIP) budget.

Attachments:

Staff Review Form, Presidio Quote, Purchase Request, Budget Adjustment

TO: City of Fayetteville, AR [School]
Chris Doughty
113 W. Mountain St.
FAYETTEVILLE, AR 72701

cdoughty@ci.fayetteville.ar.us
(p) 479/575-8306

FROM: Presidio Networked Solutions
Margaret Mendenhall
10809 Executive Center Drive
Suite Plaza 3
Little Rock, AR 72211

mmendenhall@presidio.com
(p) 301.313.2043

SHIP TO: City of Fayetteville
Brad Fulmer
113 W Mountain Street
Fayetteville, AR 72701

bfulmer@ci.fayetteville.ar.us
(p) 479/575-8217

Customer#: CITYO056

Contract Vehicle: Arkansas TIPS/TAPS Networking Equip, Software & Services 2072612

Account Manager: Jennifer Curlee

Inside Sales Rep: Margaret Mendenhall

Title: NIMBLE - CS300-2P-12T-1200F

Comments: FAX or MAIL ALL Purchase Orders to:
Address: PO Box 1894
City: Mount Pleasant
State: TX
Zip: 75456
FAX: 866-839-8472

#	Part #	Description	Unit Price	Qty	Ext Price
1	CS300-2P-12T-1200F	CS300, 2x1 GIGE, DUAL 10GBE OPTICAL (QTY. 1 PAIR), 12 X 1TB HDD, 4 X 300GB SSDs	\$36,629.21	2	\$73,258.42
2	SLA-4HR	4HR PARTS DEL, SW SUP & INFOsIGHT - NextGen Arrays Comments: 5 YR	\$20,710.11	2 for 60 mo(s)	\$41,420.22
3	CS215-2P-12T-1200F	CS215, 2X1 GIGE, DUAL 10GBE OPTICA (QTY. 1 PAIR), 12 X 1TB HDD, 4 X 300GB SSDs	\$28,089.89	1	\$28,089.89
4	SLA-4HR	4HR PARTS DEL, SW SUP & INFOsIGHT - NextGen Arrays Comments: 5 YR	\$15,586.52	1 for 60 mo(s)	\$15,586.52

*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.	Sub Total:	\$158,355.05
	Estimated Tax:	\$15,439.62
	Grand Total:	\$173,794.67

TERMS AND CONDITIONS ON THE REFERENCED CONTRACT APPLY TO THIS QUOTE

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 7/30/2015		
							P.O Number:		
Vendor #: 18595		Vendor Name: Presidio Networked Solutions LLC					Mail ☒ YES ☐ NO		
Address: PO Box 822169					FOB Point:		Taxable ☒ YES ☐ NO		
City: Philadelphia			State: PA		Zip Code: 19182	Ship to code:	Quotes Attached ☒ YES ☐ NO		
Requester: Brad Fulmer					Requester's Employee #: 2273		Extension: 8217		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	CS300 Storage Array (Logos)	2	EA	36,629.21	\$73,258.42	4470.9470.5801.00	13008.3000		
2	CS300 4hr parts SW Support 5yr (Logos)	2	EA	20,710.11	\$41,420.22	4470.9470.5801.00	13008.3000		
3	CS215 Storage Array (Aegis)	1	EA	28,089.89	\$28,089.89	4470.9470.5801.00	14009.3000		
4	CS215 4hr parts SW Support 5yr (Aegis)	1	EA	15,586.52	\$15,586.52	4470.9470.5801.00	14009.3000		
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: \$158,355.05 Tax: \$15,439.62 Total: \$173,794.67		
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 4 of 863

Text File

File Number: 2015-0359

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

AOS, LLC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH AOS, LLC IN THE AMOUNT OF \$71,039.88 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT, FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM SERVERS TO SUPPORT THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM UPGRADES

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 AOS, LLC in the amount of \$71,039.88 plus applicable taxes, pursuant to a State of Arkansas procurement contract, for the purchase of six (6) Cisco Unified Computing System servers to support the Enterprise Resource Planning and Public Safety System upgrades.

City of Fayetteville Staff Review Form

2015-0359

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

7/30/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RESOLUTION AUTHORIZING A CONTRACT WITH AOS, LLC. FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM (UCS) SERVERS TO SUPPORT THE PROPOSED ERP AND PUBLIC SAFETY SYSTEM UPGRADES, IN THE AMOUNT OF \$71,039.88, PURSUANT TO THE ARKANSAS STATE CONTRACT CISCO-11-0185, AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

13008.3000 / 14009.3000

13008 - ERP Upgrade/Replacement

14009 - Police Records Mgt System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,310,139.00

Funds Obligated \$ 2,174,845.67

Current Balance **\$ 135,293.33**

Does item have a cost? Yes

Item Cost \$ 71,039.88

Budget Adjustment Attached? Yes

Budget Adjustment \$ 71,041.00

Remaining Budget **\$ 135,294.45**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Keith Macedo, Information Technology Director *KJM*

FROM: Brad Fulmer, Infrastructure Manager *BA*

DATE: July 30, 2015

SUBJECT: Resolution to approve the purchase of server hardware for the Enterprise Resource Planning (ERP) and Public Safety projects.

RECOMMENDATION:

Staff recommends authorizing a contract with AOS, LLC. for the purchase of six (6) Cisco Unified Computing System (UCS) Servers to support the proposed ERP and Public Safety system upgrades, in the amount of \$71,039.88, pursuant to the Arkansas State contract CISCO-11-0185, and to approve a budget adjustment.

BACKGROUND:

The City purchased and implemented our current ERP system, from New World Systems Corporation, in 1992 and Public Safety began using New World Systems in 1997. The proposed hardware will replace the existing ERP AS400 server and both of the Public Safety AS400 servers. The new servers will provide the infrastructure required to migrate our AS400 ERP and Public Safety applications to New World Systems Windows based .net platform.

DISCUSSION:

The Cisco UCS servers will provide the needed computing resources for both the proposed ERP and Public Safety system solutions as well as the hardware for shared disaster recovery. This will provide the server infrastructure to meet our demands which has increased through the years due to the population increase and expanded use of technology within our Public Safety departments. New World has recommended this significant increase in server capacity to account for their new Public Safety system architecture, which has significant enhancements that improve usability and functionality. The growth in server resources is compounded when you consider our population increase and the additional technology needs of our Public Safety departments.

BUDGET/STAFF IMPACT:

A portion of the Police related servers, in the amount of \$30,634.00, is funded from the Police Impact Fee fund. The remaining funds for this project are available in the 2015 Capital Improvements Plan (CIP) budget.

Attachments:

Staff Review Form
AOS Quote/Purchase Request
Budget Adjustment

Springfield

636 W. Republic Rd
Unit F100 Corp Village Park
Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0994

Rogers

5308 Village Parkway #1
Rogers, AR 72758
Phone: 479-899-6830
Fax: 479-899-6831

Little Rock

5315 Highland Drive
Little Rock, AR 72223
Phone: 417-888-2675
Fax: 417-888-0994

Quote No.: RQ745
Customer ID: ZFA
Date: 7/29/2015
Sales Rep: JENNIFERE
Designer: ROBERTM

Please visit www.aos5.com for a complete listing of all service areas

QUOTE TO:	SHIP TO:
ACCOUNTS PAYABLE CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701-6069 Phone: (479) 575-8306 Fax:	CHRIS DOUGHTY CITY OF FAYETTEVILLE 113 W MOUNTAIN STREET FAYETTEVILLE, AR 72701-6069

Discounts reflect AR State Contract #CISCO-SP-11-0185.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	UCS 5108 Blade Server AC2 Chassis/0 PSU/8 fans/0 FEX	3,599.40	3,599.40
1.00	UCS 5108 AC Chassis updated backplaneSMARTNET 8X5XNBD	71.38	71.38
1.00	UCS 5108 Packaging for chassis with half width blades.	0.00	0.00
1.00	Single phase AC power module for UCS 5108	0.00	0.00
8.00	Fan module for UCS 5108	0.00	0.00
2.00	Blade slot blanking panel for UCS 5108/single slot	0.00	0.00
1.00	Accessory kit for UCS 5108 Blade Server Chassis	0.00	0.00
6.00	UCS B200 M4 w/o CPU, mem, drive bays, HDD, mezz	1,797.00	10,782.00
6.00	SMARTNET 8X5XNBDUCS B200 M4 w/o CPU,mem,dr b,HDD,mezz	229.08	1,374.48
48.00	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	435.00	20,880.00
6.00	Cisco UCS VIC 1340 modular LOM for blade servers	899.40	5,396.40
6.00	32GB SD Card for UCS servers	97.20	583.20
6.00	CPU Heat Sink for UCS B200 M4/B420 M4 (Front)	0.00	0.00
12.00	FlexStorage blanking panels w/o controller, w/o drive bays	0.00	0.00
2.00	UCS 2208XP I/O Module (8 External, 32 Internal 10Gb Ports)	6,000.00	12,000.00
1.00	UCS Blade Server Chassis FW Package 2.2	0.00	0.00
6.00	Cisco ONE Data Center Compute Opt Out Option	0.00	0.00
4.00	2500W Platinum AC Hot Plug Power Supply - DV	561.60	2,246.40
4.00	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	0.00	0.00
12.00	2.30 GHz E5-2650 v3/105W 10C/25MB Cache/DDR4 2133MHz	2,049.60	24,595.20
6.00	CPU Heat Sink for UCS B200 M4/B420 M4 (Rear)	0.00	0.00
			\$81,528.46
2.00	UCS SP Select 6200 Series Fabric Int port license 4Pk	0.00	0.00
8.00	UCS 6200 Series Fabric Int 1port 1/10GE/FC-port E-license	1,198.37	9,586.94
			\$9,586.94
12.00	10GBASE-CU SFP+ Cable 3 Meter	60.00	720.00
			\$720.00
-1.00	AOS Executive Discount	27,700.00	-27,700.00
			-\$27,700.00
1.00	Tax Estimate	6,253.20	6,253.20
			\$6,253.20
1.00	Shipping	651.28	651.28

QUOTATION

5315 Highland Drive
Little Rock, AR 72223
Phone: 417-888-2675
Fax: 417-888-0994

Quote No.: RQ00000000000000000000
Customer ID: ZFA000000000000000000
Date:: 7/29/2015
Sales Rep: JENNIFERE
Designer: robertm

Please visit www.aos5.com for a complete listing of all service areas

	<u>\$651.28</u>
Merchandise Total	\$71,039.88
Shipping	<u>\$0.00</u>
Document Total	\$71,039.88

Above quoted pricing is valid until 8/28/2015 .

Quoted pricing does not include sales tax. Sales tax, if applicable, will be charged on final invoice. All taxable items will be charged appropriate tax rates based on end users jurisdiction.

If customer is tax exempt, a valid tax exemption permit must be on file with AOS at the time of billing.

Total solution financing is available. Ask your account manager how you can avoid upfront cost and pay for your solution over time.*

***Restrictions apply. Subject to credit approval and documentation.**

Customer signature constitutes agreement with all AOS Terms and Conditions, which may be found at <http://www.aos5.com/terms> in addition to any addendums shown on this quote.

Customer Signature

Date

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 7/30/2015		
							P.O Number:		
Vendor #: 18311		Vendor Name: AOS LLC					Mail ☒ YES ☐ NO		
Address: 5308 Village Parkway #1						FOB Point:		Legistar#: 2015-0359 Expected Delivery Date:	
City: Rogers			State: AR		Zip Code: 72758		Ship to code:		
Requester: Brad Fulmer						Requester's Employee #: 2273		Quotes Attached ☒ YES ☐ NO	
						Extension: 8217			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Cisco UCS Servers (Logos Primary)	2	EA	10,101.58	\$20,203.16	4470.9470.5801.00	13008.3000		
2	Cisco UCS Servers (Logos DR)	2	EA	10,101.58	\$20,203.16	4470.9470.5801.00	13008.3000		
3	Cisco UCS Servers (Aegis)	2	EA	15,316.78	\$30,633.56	4470.9470.5801.00	14009.3000		
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: Tax Included AR State Contract #CISCO-SP--11-0185							Subtotal: \$71,039.88 Tax: _____ Total: \$71,039.88		
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			

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

Tentative Agenda
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Budget Year	Division: Information Technology	Adjustment Number
2015	Dept.: Finance & Internal Services	
	Requestor: Keith Macedo	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$40,407 is requested in the ERP Upgrade/Replacement and \$30,634 is requested in the Police Records Management System projects for a contract with AOS.

The funding will come from the Geographic Information Systems (\$40,407), and Police Impact Fee Improvements (\$30,634).

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/18/2015
	LEGISTAR FILE ID#:	2015-0359
	<i>Kevin Springer</i>	
	8/3/2015 8:50 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	30,634	30,634						v.20150402
	Increase / (Decrease)		Project.Sub#					
Account Number	Expense	Revenue	Project	Sub	AT	Account Name		
4470.9470.5801.00	40,407	-	13008	3000	EX	Fixed Assets		
4470.9470.5801.00	30,634	-	14009	3000	EX	Fixed Assets		
		-						
4470.9470.5801.00	(40,407)	-	02055	1	EX	Fixed Assets		
4470.0947.6602.30	-	30,634	14009	3000	RE	Transfer from Impact Fee		
2300.9300.5801.03	(30,634)	-	07001	3	EX	Fixed Assets - Police Impact		
2300.9300.7602.47	30,634	-	07001	3	EX	Transfer to Cap Improvement Fund		
	-	-						
	-	-						
	-	-						
	-	-						
	-	-						
	-	-						
	-	-						



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2015-0361

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 5

SHI, INC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SHI, INC. IN THE AMOUNT OF \$100,433.00 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT AND THE WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF MICROSOFT, VEEAM, AND VMWARE SUPPORT SOFTWARE NECESSARY FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES

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 SHI, Inc. in the amount of \$100,433.00 plus applicable taxes, pursuant to a State of Arkansas procurement contract and the Western States Contracting Alliance contract for the purchase of Microosoft, Veeam, and VMware support software which are necessary for the Enterprise Resource Planning and Public Safety System software upgrades.

City of Fayetteville Staff Review Form

2015-0361

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Keith Macedo

7/30/2015

Information Technology /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION AUTHORIZING A CONTRACT WITH SHI, INC. FOR THE PURCHASE OF MICROSOFT, VEEAM AND VMWARE SOFTWARE FOR THE ERP AND PUBLIC SAFETY SYSTEM IN THE AMOUNT OF \$100,433.00 PURSUANT TO THE ARKANSAS STATE CONTRACT SP-09-0208 AND THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) CONTRACT #4600027533.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

13008.3000 / 14009.3000

13008 - ERP Upgrade/Replacement

14009 - Police Records Mgt System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 2,381,180.00

Funds Obligated \$ 2,245,885.55

Current Balance **\$ 135,294.45**

Does item have a cost? Yes

Item Cost \$ 100,433.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget **\$ 34,861.45**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Keith Macedo, Information Technology Director *KJM*

FROM: Brad Fulmer, Infrastructure Manager *BA*

DATE: July 29, 2015

SUBJECT: Resolution to approve the purchase of server software for the Enterprise Resource Planning (ERP) and Public Safety projects.

RECOMMENDATION:

Staff recommends authorizing a contract with SHI, Inc. for the purchase of Microsoft, Veeam and VMware software for the ERP and Public Safety system in the amount of \$100,433.00 pursuant to the Arkansas State contract SP-09-0208 and the Western States Contracting Alliance (WSCA) contract #4600027533.

BACKGROUND:

The City purchased and implemented our current ERP system, from New World Systems Corporation, in 1992 and Public Safety began using New World Systems in 1997. The proposed software will support the new servers that will replace our existing ERP AS400 server and both of the Public Safety AS400 servers. The new software will provide the required server applications to migrate our AS400 ERP and Public Safety applications to New World Systems Windows based .net platform.

DISCUSSION:

The ERP and Public Safety System solutions require Microsoft server operating systems, Microsoft SQL database application, VMware for server virtualization and Disaster Recovery, and Veeam for backup software. This will provide the server software to meet our demands which has increased through the years due to the population increase and expanded use of technology within our Public Safety departments. The additional requirements in server software is compounded when you consider our population increase and the additional technology demands of our Public Safety departments. The new software will significantly improve our ERP and Public Safety System performance and disaster recovery abilities.

BUDGET/STAFF IMPACT:

The funds for this project are available in the 2015 Capital Improvements Plan (CIP) budget.

Attachments:

Staff Review Form
SHI Quote/Purchase Request



Pricing Proposal
Quotation #: 10052383
Created On: 7/30/2015
Valid Until: 8/31/2015

City of Fayetteville AR

Brad Fulmer

113 West Mountain St
Fayetteville, AR 72701
United States
Phone: (479) 575-8217
Fax:
Email: BFULMER@CI.FAYETTEVILLE.AR.US

Inside Account Manager

Rebecca Ashley

290 Davidson Ave
Somerset, NJ 08873
Phone: 888-394-5232
Fax: 888-394-5322
Email: Rebecca_Ashley@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 VMware vSphere Enterprise Plus - (v. 6) - license - 1 processor - VPP - level 1 (250-599) VMware - Part#: VS6-EPL-C-L1	10	\$3,031.00	\$30,310.00
2 VMware Support and Subscription Production - Technical support - emergency phone consulting - 1 year - 24x7 - response time: 30 min - for VMware vSphere Enterprise Plus Edition (v. 6) - 1 processor VMware - Part#: VS6-EPL-P-SSS-C	10	\$836.00	\$8,360.00
3 VMware vCenter Site Recovery Manager Standard - (v. 6) - license - 25 VMs - VPP - level 1 (250-599) VMware - Part#: VC-SRM6-25S-C-L1	1	\$4,079.00	\$4,079.00
4 VMware Support and Subscription Production - Technical support - emergency phone consulting - 1 year - 24x7 - response time: 30 min - for VMware vCenter Site Recovery Manager Standard (v. 6) - 25 virtual machines VMware - Part#: VC-SRM6-25S-P-SSS-C	1	\$1,166.00	\$1,166.00
5 Veeam Backup & Replication Enterprise for Vmware - License - 1 CPU socket - public sector - ESD Veeam Software - Part#: P-VBRENT-VS-P0000-00	12	\$1,040.00	\$12,480.00
6 Veeam 24/7 Uplift - Technical support - phone consulting - 1 year - 24x7 - for Veeam Backup & Replication Enterprise for VMware Veeam Software - Part#: V-VBRENT-VS-P024Y-00	12	\$66.00	\$792.00
7 Microsoft Windows Server 2012 R2 Datacenter - License - 2 processors - Select, Select Plus - Single Language Microsoft - Part#: P71-07860	6	\$4,057.00	\$24,342.00
8 Microsoft SQL Server 2014 Standard Core - License - 2 cores - Select, Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00599	8	\$2,363.00	\$18,904.00
Total			\$100,433.00

Additional Comments

Contract #SP-09-0208 (Microsoft)
Contract # 4600027533 (Veeam & VMware)

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: 7/30/2015 Tentative Agenda Page 754 of 953	
Vendor #: 13925			Vendor Name: SHI International Corp				Mail ☒ YES ☐ NO		Legistar#: 2015-0361 Expected Delivery Date:	
Address: 1250 Capital of Texas Hwy Building 10350					FOB Point:		Taxable ☒ YES ☐ NO			
City: Austin			State: TX		Zip Code: 78746		Ship to code:		Quotes Attached ☒ YES ☐ NO	
Requester: Brad Fulmer					Requester's Employee #: 2273		Extension: 8217			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Microsoft, Vmware, Veeam Software (Logos)	1	EA	62,975.00	\$62,975.00	4470.9470.5801.00	13008.3000			
2	Microsoft, Vmware, Veeam Software (Aegis)	1	EA	37,458.00	\$37,458.00	4470.9470.5801.00	14009.3000			
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: Not Taxable AR State Contract #SP-09-0208 and WSCA #4600027533							Subtotal: \$100,433.00 Tax: _____ Total: \$100,433.00			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 65 of 863

Text File

File Number: 2015-0351

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 6

SWEETSER CONSTRUCTION, INC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF \$7,307,280.00 FOR THE CONSTRUCTION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$730,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Sweetser Construction, Inc. in the amount of \$7,307,280.00 for the construction of Ruppel Road from Persimmon Street to Martin Luther King, Jr. Blvd., and further approves a project contingency in the amount of \$730,000.00.

City of Fayetteville Staff Review Form

2015-0351

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

7/30/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$7,307,280.00 with Sweetser Construction, Inc. for the construction of the Ruppel Road – MLK to Persimmon Project and a project contingency of \$730,000 (10%).

Budget Impact:

4520.9555.5809.00

Transportation Bond Street Improvements

Account Number

Fund

06035.2400

Ruppel Road (MLK to Persimmon)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 8,372,613.00

Funds Obligated \$ 467,565.49

Current Balance **\$ 7,905,047.51**

Does item have a cost? Yes

Item Cost \$ 8,037,280.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

#

Remaining Budget **\$ (132,232.49)**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: July 30, 2015

SUBJECT: Approval of a contract in the amount of \$7,307,280.00 with Sweetser Construction, Inc. for the construction of the Ruppel Road – MLK to Persimmon Project and a project contingency of \$730,000 (10%).

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$7,307,280.00 to Sweetser Construction, Inc. for the construction of the Ruppel Road – MLK to Persimmon Project and a project contingency of \$730,000 (10%).

BACKGROUND:

In May 2014, the City Council approved a contract with Jorgensen & Associates, Inc. for design services for the Ruppel Road- MLK to Persimmon project. 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 street cross section includes four lanes with a 15' wide median, a 12' trail and a 5' sidewalk. Roundabouts are included in the design at the three intersections with the future Collector street locations as shown on the Master Street Plan.

DISCUSSION:

On July 24, 2015, the City received four (4) construction bids for this project. Sweetser Construction, Inc. submitted the lowest bid which was approximately 1.8% above the Engineer's Estimate of \$7,180,122.00.

Engineering staff recommends awarding this contract to Sweetser Construction, Inc. The contract time is 335 days (11 months) for substantial completion.

BUDGET/STAFF IMPACT:

This project is funded by the Transportation Bond Program.

Attachments:

Bid Tab

Section 0500 Agreement

Section 0400 Bid Form

Purchase Order Request

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: RUPPLE ROAD EXTENSION

Contract No.: #15-38, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 7736 LF of Rupple Road Extension along with approximately 485 LF of Catalpa Drive and approximately 715 LF Alberta Road, including the associated earthwork, curb and gutter, sidewalk, trail, drainage, driveways, fencing, retaining walls, 12" waterline, and miscellaneous related items.

The Contract includes work in AHTD Right-of-way, City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by Jorgensen & Associates. Jorgensen & Associates assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 335 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion accomplished and ready for final payment in accordance with the GENERAL CONDITIONS within 365 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by

DOCUMENT 00500 – AGREEMENT (continued)

The City of Fayetteville, Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 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.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as

DOCUMENT 00500 – AGREEMENT (continued)

recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such

DOCUMENT 00500 – AGREEMENT (continued)

amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and

DOCUMENT 00500 – AGREEMENT (continued)

- (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.

DOCUMENT 00500 – AGREEMENT (continued)

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: RUPPLE ROAD EXTENSION
8. Addenda numbers__, inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. 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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas

DOCUMENT 00500 – AGREEMENT (continued)

law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:

SWEETSER CONSTRUCTION, INC

By: _____

Title: _____

PRESIDENT

CITY OF FAYETTEVILLE _____

By: Lioneld Jordan

Title: Mayor

(SEAL)

(SEAL)

Attest

Charles W. Miller

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

SWEETSER CONSTRUCTION, INC.

590 W. POPLAR

FAYETTEVILLE, AR 72703

ARKANSAS CONTRACTOR LICENSE #

License No. **0027470410**

Agent for Service of process

WILLIAM G. SWEETSER

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>#1</u>	<u>7/9/15</u>
<u>#2</u>	<u>7/17/15</u>
<u>#3</u>	<u>7/20/15</u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. 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.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%. In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item	Spec #	Description	Qty.	Unit	Unit Price	Total
001	111	Roadway Construction Control	1	LS	78,000. ⁰⁰	78,000. ⁰⁰
002	112	Trench & Excavation Safety Systems	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
003	201	Clearing, Grubbing, & Demolition	1	LS	52,000. ⁰⁰	52,000. ⁰⁰
004	202	Rock Excavation	250	CY	125. ⁰⁰	31,250. ⁰⁰
005	202	Unclassified Excavation (Roadway) (Plan Quantity)	54895	CY	7. ⁵⁰	411,712. ⁵⁰

DOCUMENT 00400 –BID FORM (continued)

006	202	Select Fill (Plan Quantity)	59030	CY	7.50	442,725.00
007	202	Unclassified Excavation (Outside Roadway) (Plan Quantity)	36727	CY	7.50	275,452.50
008	202	Embankment (Plan Quantity)	27597	CY	5.75	158,682.75
009	202	Excess Export (Plan Quantity)	51484	CY	5.25	270,291.00
010	203	Subgrade Preparation	53905	SY	1.00	53,905.00
011	204	4" Topsoil Placement	111867	SY	1.50	167,800.50
012	205	Undercut and Stone Backfill	5000	Ton	18.50	92,500.00
013	301	18" RCP, Class III, Under Pavement	565	LF	33.50	18,927.50
014	301	18" RCP, Class III	1165	LF	30.75	35,823.75
015	301	18" Arch RCP, Class III, Under Pavement	112	LF	71.00	7,952.00
016	301	24" RCP, Class III, Under Pavement	162	LF	52.00	8,424.00
017	301	24" RCP, Class III	475	LF	47.75	22,681.25
018	301	30" RCP, Class III, Under Pavement	322	LF	77.75	25,035.50
019	301	30" RCP, Class III	826	LF	71.25	58,852.50
020	301	30" Arch RCP, Class III, Under Pavement	31	LF	121.00	3,751.00
021	301	36" RCP, Class III, Under Pavement	590	LF	122.50	72,275.00
022	301	36" RCP, Class III	260.5	LF	112.50	29,306.25
023	301	42" RCP	90	LF	151.50	13,635.00
024	301	18" RCP FES	4	EA	790.00	3,160.00
025	301	24" RCP FES	3	EA	1,070.00	3,210.00
026	301	30" RCP FES	11	EA	1,267.50	13,942.50
027	301	36" RCP FES	4	EA	2,502.00	10,008.00
028	301	42" RCP FES	2	EA	3,375.00	6,750.00
029	302	5'x5' Junction Box	5	EA	3,500.00	17,500.00
030	302	13'x10' Junction Box	1	EA	12,000.00	12,000.00
031	302	5'x5' Curb Inlet Box	19	EA	3,000.00	57,000.00
032	302	10'x5' Curb Inlet Box	1	EA	7,000.00	7,000.00
033	302	11'x5' Curb Inlet Box	2	EA	7,500.00	15,000.00
034	302	12'x16' Curb Inlet Box	1	EA	12,500.00	12,500.00
035	302	12'x5' Curb Inlet Box	2	EA	8,000.00	16,000.00
036	302	16'x5' Curb Inlet Box	4	EA	9,200.00	36,800.00
037	302	5'x5' Area Drain	3	EA	3,500.00	10,500.00
038	302	9'x7.3' Area Drain	1	EA	7,500.00	7,500.00
039	302	Median Inlet - Single	46	EA	500.00	23,000.00
040	302	Median Inlet - Double	10	EA	1,000.00	10,000.00
041	302	Median Inlet - Triple	6	EA	1,500.00	9,000.00
042	302	4' Curb Inlet Extensions	49	EA	700.00	34,300.00
043	303	Precast Bridge Span 120 (2-24'x8') Footings, Headwalls, Aprons)	1	LS	632,257.00	632,257.00

DOCUMENT 00400 –BID FORM (continued)

044	303	Precast Bridge Span 1300 (24'x4') Footings, Headwalls, Aprons)	1	LS	288,632. ⁰⁰	288,632. ⁰⁰
045	303	Precast Bridge Span 1400 (24'x4') Footings, Headwalls, Aprons)	1	LS	288,632. ⁰⁰	288,632. ⁰⁰
046	306	Rip Rap w/ Filter Blanket	310	SY	40. ⁰⁰	12,400. ⁰⁰
047	305	Median Swale	5225	LF	7. ⁵⁰	39,187. ⁵⁰
048	305	Swale S:203	177.5	LF	7. ⁵⁰	1,331. ²⁵
049	305	Swale S:309	153	LF	7. ⁵⁰	1,147. ⁵⁰
050	305	Swale S:409A	196	LF	7. ⁵⁰	1,470. ⁰⁰
051	305	Swale S:409B	300	LF	7. ⁵⁰	2,250. ⁰⁰
052	305	Swale S:506A	575	LF	7. ⁵⁰	4,312. ⁵⁰
053	305	Swale S:506B	120	LF	7. ⁵⁰	900. ⁰⁰
054	305	Swale S:516A	113	LF	7. ⁵⁰	847. ⁵⁰
055	305	Swale S:522	290	LF	7. ⁵⁰	2,175. ⁰⁰
056	305	Swale S:606A	182	LF	7. ⁵⁰	1,365. ⁰⁰
057	305	Swale S:606B	445	LF	7. ⁵⁰	3,337. ⁵⁰
058	305	Swale S:608	90	LF	7. ⁵⁰	675. ⁰⁰
059	305	Swale S:700	185	LF	7. ⁵⁰	1,387. ⁵⁰
060	305	Swale S:702	50	LF	7. ⁵⁰	375. ⁰⁰
061	305	Swale S:1300A	366	LF	7. ⁵⁰	2,745. ⁰⁰
062	305	Swale S:1300B	878	LF	7. ⁵⁰	6,585. ⁰⁰
063	305	Swale S:1300C	330	LF	7. ⁵⁰	2,475. ⁰⁰
064	305	Swale S:1300D	495	LF	7. ⁵⁰	3,712. ⁵⁰
065	401	6" Class 7 Base Course	53905	SY	7. ⁵⁰	404,287. ⁵⁰
066	403	3" HMAC	39518	SY	11. ⁹⁵	472,240. ¹⁰
067	403	4" Binder	39518	SY	13. ⁹⁰	549,300. ²⁰
068	403	2" HMAC	3350	SY	8. ⁵⁰	28,475. ⁰⁰
069	403	3" Binder	3350	SY	12. ¹⁵	40,702. ⁵⁰
070	501	Concrete Curb & Gutter (Type A)	34740	LF	12. ⁷⁵	442,935. ⁰⁰
071	501	Concrete Curb & Gutter (Modified)	1506	LF	12. ⁷⁵	19,201. ⁵⁰
072	502	Concrete Sidewalk	5685	SY	38. ⁰⁰	216,030. ⁰⁰
073	503	Concrete Trail	10527	SY	38. ⁰⁰	400,026. ⁰⁰
074	503	Commercial Drive Sta 76+65 (L)	1	LS	12,800. ⁰⁰	12,800. ⁰⁰
075	505	Seeding & Mulching	19	AC	1,995. ⁰⁰	37,905. ⁰⁰
076	505	Sod All Median Areas	18509	SY	3. ⁷⁵	69,408. ⁷⁵
077	507	4" Pavement Markings (Thermoplastic)	8214	LF	. ⁹³	7,639. ⁰²
078	507	4" Trail Markings	3336	LF	. ⁶⁰	2,001. ⁶⁰
079	507	12" Pavement Markings (Thermoplastic)	891	LF	3. ³⁰	2,940. ³⁰
080	507	Pavement Symbols (Arrows - Thermoplastic)	29	EA	192. ⁵⁰	5,582. ⁵⁰

DOCUMENT 00400 –BID FORM (continued)

081	507	Pavement Symbols ("Only" - Thermoplastic)	4	EA	220. ⁰⁰	880. ⁰⁰
082	508	Pavement Symbols ("Yield" - Thermoplastic)	14	EA	220. ⁰⁰	3,080. ⁰⁰
083	508	Street Sign Installation	75	EA	308. ⁰⁰	23,100. ⁰⁰
084	509	Erosion Control	1	LS	64,802. ⁵⁰	64,802. ⁵⁰
085	510	Traffic Control & Maintenance	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
086	511	Mobilization (shall not exceed 5% of total bid)	1	LS	212,833. ⁶¹	212,833. ⁶¹
087	512	Five Strand Barbed Wire Fence	6255	LF	6. ⁰⁰	37,530. ⁰⁰
088	513	Handicap Access Ramp	138	SY	75. ⁰⁰	10,350. ⁰⁰
089	513	ADA Detectable Warning Panel	39	EA	130. ⁰⁰	5,070. ⁰⁰
090	514	Project Signs	2	EA	990. ⁰⁰	1,980. ⁰⁰
091	515	Handrail	521	LF	91. ³⁰	47,567. ³⁰
092	516	Tree Protection Fencing	975	LF	2. ⁹⁰	2,827. ⁵⁰
093	SP	Pond Dewatering	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
094	SP	4" SCH 40 Conduit	1937	LF	7. ⁰⁰	13,559. ⁰⁰
095	SP	3" SCH 40 Conduit	137	LF	7. ⁰⁰	959. ⁰⁰
096	SP	1.25" SCH 40 Conduit	22	LF	7. ⁰⁰	154. ⁰⁰
097	SP	6" Concrete Median Paving (Patterned)	1183	SY	133. ⁴⁵	157,871. ³⁵
098		12" PVC, C-900 Class 200 DR-14 Water Main	250	LF	41. ⁰⁰	10,250. ⁰⁰
099		12" Tap & Valve	1	EA	8,800. ⁰⁰	8,800. ⁰⁰
100		12" 45 Bend & Thrust Blocking	5	EA	1,100. ⁰⁰	5,500. ⁰⁰
101		12" Gate Valve w Box	1	EA	4,400. ⁰⁰	4,400. ⁰⁰
102		Cut & Cap Ex 12" Water Main	1	EA	1,100. ⁰⁰	1,100. ⁰⁰
103		Remove Ex Blow-off and Re-Use	1	EA	1,000. ⁰⁰	1,000. ⁰⁰
104		Three-way Fire Hydrant Assembly w/ Valve	1	EA	4,500. ⁰⁰	4,500. ⁰⁰
105		16" Steel Encasement	229.5	LF	85. ⁰⁰	19,507. ⁵⁰
106		24" Steel Encasement	46	LF	105. ⁰⁰	4,830. ⁰⁰
107		Raise Ex Sewer Manhole to Grade	1	LS	1,000. ⁰⁰	1,000. ⁰⁰
108		Site Photographs	1	LS	500. ⁰⁰	500. ⁰⁰

TOTAL AMOUNT BID \$ 7,307,280.⁰⁰

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

Deduct Alternate #1 (Alberta Street)

The following is being requested to be offered as an alternate to the bid as a deduction, in this case not constructing 'Alberta', the total amount from this alternate will be deducted from the overall bid amount.

Item	Spec #	Description	Qty.	Unit	Unit Price	Total
001	111	Roadway Construction Control	1	LS	2,000. ⁰⁰	2,000. ⁰⁰
002	112	Trench & Excavation Safety Systems	1	LS	500. ⁰⁰	500. ⁰⁰
003	201	Clearing, Grubbing, & Demolition	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
004	202	Rock Excavation	10	CY	125. ⁰⁰	1,250. ⁰⁰
005	202	Undercut Excavation (Plan Quantity)	2400	CY	13. ²⁵	31,800. ⁰⁰
006	202	Select Fill (Plan Quantity)	1650	CY	5. ⁷⁵	9,487. ⁵⁰
007	202	Unclassified Excavation (Plan Quantity)	1725	CY	7. ⁵⁰	12,937. ⁵⁰
008	202	Embankment (Plan Quantity)	1366	CY	5. ⁷⁵	7,854. ⁵⁰
009	203	Subgrade Preparation	2650	SY	1. ⁰⁰	2,650. ⁰⁰
010	204	4" Topsoil Placement	4700	SY	1. ⁵⁰	7,050. ⁰⁰
011	205	Undercut and Stone Backfill	10	Ton	18. ⁵⁰	185. ⁰⁰
012	301	18" RCP, Class III, Under Pavement	35	LF	33. ⁵⁰	1,172. ⁵⁰
013	301	18" RCP, Class III	107	LF	30. ⁷⁵	3,290. ²⁵
014	301	30" RCP, Class III	45	LF	71. ²⁵	3,206. ²⁵
015	301	30" Arch RCP, Class III, Under Pavement	31	LF	121. ⁰⁰	3,751. ⁰⁰
016	301	18" RCP FES	1	EA	790. ⁰⁰	790. ⁰⁰
017	301	30" RCP FES	2	EA	1,267. ⁵⁰	2,535. ⁰⁰
018	302	5'x5' Curb Inlet Box	3	EA	3,000. ⁰⁰	9,000. ⁰⁰
019	302	4' Curb Inlet Extensions	5	EA	700. ⁰⁰	3,500. ⁰⁰
020	306	Rip Rap w/ Filter Blanket	45	SY	40. ⁰⁰	1,800. ⁰⁰
021	401	6" Class 7 Base Course	2800	SY	7. ⁵⁰	21,000. ⁰⁰
022	403	2" HMAC	1989	SY	8. ⁵⁰	16,906. ⁵⁰
023	403	3" Binder	1989	SY	12. ¹⁵	24,166. ³⁵
024	501	Concrete Curb & Gutter (Type A)	2075	LF	12. ⁷⁵	26,456. ²⁵
025	502	Concrete Sidewalk	353	SY	12. ⁷⁵	13,414. ⁰⁰
026	503	Concrete Trail	815	SY	38. ⁰⁰	30,970. ⁰⁰
027	505	Seeding & Mulching	0.8	AC	1,995. ⁰⁰	1,596. ⁰⁰
028	507	4" Pavement Markings (Thermoplastic)	983	LF	.93	914. ¹⁹
029	507	12" Pavement Markings (Thermoplastic)	54	LF	3. ³⁰	178. ²⁰
030	507	Pavement Symbols ("Yield"-Thermoplastic)	1	EA	220. ⁰⁰	220. ⁰⁰

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

031	508	Street Sign Installation	7	EA	308. ⁰⁰	2,156. ⁰⁰
032	509	Erosion Control	1	LS	8,300. ⁰⁰	8,300. ⁰⁰
033	510	Traffic Control & Maintenance	1	LS	1,500. ⁰⁰	1,500. ⁰⁰
034	513	Handicap Access Ramp	35	SY	75. ⁰⁰	2,625. ⁰⁰
035	513	ADA Detectable Warning Panel	6	EA	130. ⁰⁰	780. ⁰⁰
036	516	Tree Protection Fencing	50	LF	2. ⁹⁰	145. ⁰⁰
037	SP	4" SCH 40 Conduit	106	LF	7. ⁰⁰	742. ⁰⁰
038	SP	6" Concrete Median Paving (Patterned)	276	SY	133. ⁴⁵	36,832. ²⁰
039		24" Steel Encasement	46	LF	105. ⁰⁰	4,830. ⁰⁰
040		Site Photographs	1	LS	25. ⁰⁰	25. ⁰⁰

TOTAL ALTERNATE #1 AMOUNT BID \$ 301,016.¹⁹

Deduct Alternate #2 (Catalpa Street)

The following is being requested to be offered as an alternate to the bid as a deduction, in this case not constructing 'Catalpa', the total amount from this alternate will be deducted from the overall bid amount.

Item	Spec #	Description	Qty.	Unit	Unit Price	Total
001	111	Roadway Construction Control	1	LS	2,000. ⁰⁰	2,000. ⁰⁰
002	112	Trench & Excavation Safety Systems	1	LS	500. ⁰⁰	500. ⁰⁰
003	201	Clearing, Grubbing, & Demolition	1	LS	2,500. ⁰⁰	2,500. ⁰⁰
004	202	Rock Excavation	10	CY	125. ⁰⁰	1,250. ⁰⁰
005	202	Undercut Excavation (Plan Quantity)	1790	CY	13. ²⁵	23,717. ⁵⁰
006	202	Select Fill (Plan Quantity)	1234	CY	5. ⁷⁵	7,095. ⁵⁰
007	202	Unclassified Excavation (Plan Quantity)	1860	CY	7. ⁵⁰	13,950. ⁰⁰
008	202	Embankment (Plan Quantity)	75	CY	5. ⁷⁵	431. ²⁵
009	203	Subgrade Preparation	1480	SY	1. ⁰⁰	1,480. ⁰⁰
010	204	4" Topsoil Placement	1500	SY	1. ⁵⁰	2,250. ⁰⁰
011	205	Undercut and Stone Backfill	10	Ton	18. ⁵⁰	185. ⁰⁰
012	301	18" RCP, Class III, Under Pavement	75.7	LF	33. ⁵⁰	2,535. ⁹⁵
013	301	18" RCP, Class III	136	LF	30. ⁷⁵	4,182. ⁰⁰
014	301	30" RCP, Class III	150	LF	71. ²⁵	10,687. ⁵⁰
015	301	30" RCP, Class III, Under Pavement	62	LF	77. ⁷⁵	4,820. ⁵⁰
016	301	30" RCP FES	4	EA	1,267. ⁵⁰	5,070. ⁰⁰
017	302	5'x5' Curb Inlet Box	2	EA	3,000. ⁰⁰	6,000. ⁰⁰

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

018	302	12'x5' Curb Inlet Box	2	EA	8,000. ⁰⁰	16,000. ⁰⁰
019	306	Rip Rap w/ Filter Blanket	27	SY	40. ⁰⁰	1,080. ⁰⁰
020	401	6" Class 7 Base Course	2100	SY	7. ⁵⁰	15,750. ⁰⁰
021	403	2" HMA	1288	SY	8. ⁵⁰	10,948. ⁰⁰
022	403	3" Binder	1288	SY	12. ¹⁵	15,649. ²⁰
023	501	Concrete Curb & Gutter (Type A)	1500	LF	12. ⁷⁵	19,125. ⁰⁰
024	502	Concrete Sidewalk	620	SY	38. ⁰⁰	23,560. ⁰⁰
025	505	Seeding & Mulching	0.05	AC	1,995. ⁰⁰	99. ⁷⁵
026	507	4" Pavement Markings (Thermoplastic)	650	LF	.93	604. ⁵⁰
027	507	12" Pavement Markings (Thermoplastic)	36	LF	3. ³⁰	118. ⁸⁰
028	507	Pavement Symbols ("Yield" Thermoplastic)	1	EA	220. ⁰⁰	220. ⁰⁰
029	508	Street Sign Installation	8	EA	308. ⁰⁰	2,464. ⁰⁰
030	509	Erosion Control	1	LS	6,000. ⁰⁰	6,000. ⁰⁰
031	510	Traffic Control & Maintenance	1	LS	1,500. ⁰⁰	1,500. ⁰⁰
032	513	Handicap Access Ramp	11	SY	75. ⁰⁰	825. ⁰⁰
033	513	ADA Detectable Warning Panel	4	EA	130. ⁰⁰	520. ⁰⁰
034	516	Tree Protection Fencing	200	LF	2. ⁹⁰	580. ⁰⁰
035	SP	4" SCH 40 Conduit	160	LF	7. ⁰⁰	1,120. ⁰⁰
036	SP	6" Concrete Median Paving (Patterned)	279	SY	133. ⁴⁵	37,232. ⁵⁵
037		Site Photographs	1	LS	25. ⁰⁰	25. ⁰⁰

TOTAL ALTERNATE #2 AMOUNT BID \$ 242,077.⁰⁰

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

- A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond and in the amount of 5%
_____ Dollars (\$_____).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Charlie Miller
SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703

Email. Charlie@sweetserconstruction.com

Phone No. 479-443-3026

FAX No. 479-442-0119

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on July 24, 2015.

Arkansas State Contractor License No. _____
ARKANSAS CONTRACTOR LICENSE #
0027470416

If Bidder is:

SWEETSER CONSTRUCTION, INC.

DOCUMENT 00400 –BID FORM (continued)

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

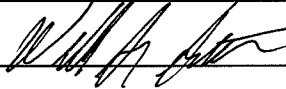
A Corporation

Corporation Name: SWEETSER CONSTRUCTION, INC. (SEAL)

State of Incorporation: ARKANSAS

Type (General Business, Professional, Service, Limited Liability): _____

General Business

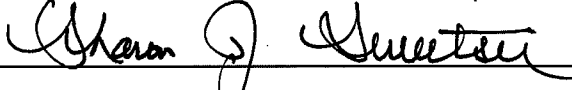
By: 

(Signature – attach evidence of authority to sign)

Name (type or printed): WILLIAM G. SWEETSER

Title: PRESIDENT

(CORPORATE SEAL)

Attest: 

(Signature of Corporate Secretary)

Business address: SWEETSER CONSTRUCTION, INC.
590 W. POPLAR
FAYETTEVILLE, AR 72703

Phone No.: 479-443-3026 FAX No.: 479-442-0119

END OF DOCUMENT 00400

SWEETSER CONSTRUCTION, INC.



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 15-38, Construction - Ruppel Road, MLK to Persimmon
Friday, July 24, 2015, 2:00 PM, Local Time

Tentative Agenda
Page 783 of 863

				Dean Crowder Construction Inc				Kolb Grading LLC				Nabholz Construction Corp				Sweetser Construction Inc											
ITEM	DESCRIPTION	QTY.	UNIT	UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST									
1	Roadway Construction Control	1	LS	x	\$	96,800.00	=	\$	96,800.00	x	\$	165,000.00	=	\$	165,000.00	x	\$	65,000.00	=	\$	65,000.00	x	\$	78,000.00	=	\$	78,000.00
2	Trench & Excavation Safety Systems	1	LS	x	\$	24,750.00	=	\$	24,750.00	x	\$	50,000.00	=	\$	50,000.00	x	\$	6,975.00	=	\$	6,975.00	x	\$	5,000.00	=	\$	5,000.00
3	Clearing, Grubbing, & Demolition	1	LS	x	\$	73,610.00	=	\$	73,610.00	x	\$	320,000.00	=	\$	320,000.00	x	\$	50,300.00	=	\$	50,300.00	x	\$	52,000.00	=	\$	52,000.00
4	Rock Excavation	250	CY	x	\$	200.00	=	\$	50,000.00	x	\$	200.00	=	\$	50,000.00	x	\$	178.00	=	\$	44,500.00	x	\$	125.00	=	\$	31,250.00
5	Unclassified Excavation (Roadway) (Plan Quantity)	54895	CY	x	\$	6.80	=	\$	373,286.00	x	\$	3.00	=	\$	164,685.00	x	\$	4.30	=	\$	236,048.50	x	\$	7.50	=	\$	411,712.50
6	Select Fill (Plan Quantity)	59030	CY	x	\$	9.15	=	\$	540,124.50	x	\$	10.00	=	\$	590,300.00	x	\$	10.00	=	\$	590,300.00	x	\$	7.50	=	\$	442,725.00
7	Unclassified Excavation (Outside Roadway) (Plan Quantity)	36727	CY	x	\$	6.75	=	\$	247,907.25	x	\$	3.00	=	\$	110,181.00	x	\$	6.75	=	\$	247,907.25	x	\$	7.50	=	\$	275,452.50
8	Embankment (Plan Quantity)	27597	CY	x	\$	4.30	=	\$	118,667.10	x	\$	1.00	=	\$	27,597.00	x	\$	8.50	=	\$	234,574.50	x	\$	5.75	=	\$	158,682.75
9	Excess Export (Plan Quantity)	51484	CY	x	\$	6.85	=	\$	352,665.40	x	\$	7.00	=	\$	360,388.00	x	\$	4.50	=	\$	231,678.00	x	\$	5.25	=	\$	270,291.00
10	Subgrade Preparation	53905	SY	x	\$	1.00	=	\$	53,905.00	x	\$	1.00	=	\$	53,905.00	x	\$	1.50	=	\$	80,857.50	x	\$	1.00	=	\$	53,905.00
11	4" Topsoil Placement	111867	SY	x	\$	2.60	=	\$	290,854.20	x	\$	0.75	=	\$	83,900.25	x	\$	1.20	=	\$	134,240.40	x	\$	1.50	=	\$	167,800.50
12	Undercut and Stone Backfill	5000	TON	x	\$	18.35	=	\$	91,750.00	x	\$	22.00	=	\$	110,000.00	x	\$	30.00	=	\$	150,000.00	x	\$	18.50	=	\$	92,500.00
13	18" RCP, Class III, Under Pavement	565	LF	x	\$	46.65	=	\$	26,357.25	x	\$	56.00	=	\$	31,640.00	x	\$	70.00	=	\$	39,550.00	x	\$	33.50	=	\$	18,927.50
14	18" RCP, Class III	1165	LF	x	\$	37.55	=	\$	43,745.75	x	\$	43.00	=	\$	50,095.00	x	\$	40.00	=	\$	46,600.00	x	\$	30.75	=	\$	35,823.75
15	18" Arch RCP, Class III, Under Pavement	112	LF	x	\$	60.40	=	\$	6,764.80	x	\$	90.00	=	\$	10,080.00	x	\$	70.00	=	\$	7,840.00	x	\$	71.00	=	\$	7,952.00
16	24" RCP, Class III, Under Pavement	162	LF	x	\$	68.00	=	\$	11,016.00	x	\$	80.00	=	\$	12,960.00	x	\$	85.00	=	\$	13,770.00	x	\$	52.00	=	\$	8,424.00
17	24" RCP, Class III	475	LF	x	\$	57.20	=	\$	27,170.00	x	\$	56.00	=	\$	26,600.00	x	\$	50.00	=	\$	23,750.00	x	\$	47.75	=	\$	22,681.25
18	30" RCP, Class III, Underpavement	322	LF	x	\$	86.60	=	\$	27,885.20	x	\$	100.00	=	\$	32,200.00	x	\$	100.00	=	\$	32,200.00	x	\$	77.75	=	\$	25,035.50
19	30" RCP, Class III	826	LF	x	\$	73.30	=	\$	60,545.80	x	\$	66.00	=	\$	54,516.00	x	\$	70.00	=	\$	57,820.00	x	\$	71.25	=	\$	58,852.50
20	30" Arch RCP, Class III, Under Pavement	31	LF	x	\$	122.60	=	\$	3,800.60	x	\$	150.00	=	\$	4,650.00	x	\$	100.00	=	\$	3,100.00	x	\$	121.00	=	\$	3,751.00
21	36" RCP, Class III, Under Pavement	590	LF	x	\$	118.65	=	\$	70,003.50	x	\$	115.00	=	\$	67,850.00	x	\$	140.00	=	\$	82,600.00	x	\$	122.50	=	\$	72,275.00
22	36" RCP, Class III	260.5	LF	x	\$	106.40	=	\$	27,717.20	x	\$	95.00	=	\$	24,747.50	x	\$	100.00	=	\$	26,050.00	x	\$	112.50	=	\$	29,306.25
23	42" RCP	90	LF	x	\$	129.40	=	\$	11,646.00	x	\$	148.00	=	\$	13,320.00	x	\$	130.00	=	\$	11,700.00	x	\$	151.50	=	\$	13,635.00
24	18" RCP FES	4	EA	x	\$	810.00	=	\$	3,240.00	x	\$	750.00	=	\$	3,000.00	x	\$	780.00	=	\$	3,120.00	x	\$	790.00	=	\$	3,160.00

25	24" RCP FES	3	EA	x	\$	967.00	=	\$	2,901.00	x	\$	850.00	=	\$	2,550.00	x	\$	940.00	=	\$	2,820.00	x	\$	1,070.00	=	\$	3,210.00
26	30" RCP FES	11	EA	x	\$	1,233.00	=	\$	13,563.00	x	\$	950.00	=	\$	10,450.00	x	\$	1,180.00	=	\$	12,980.00	x	\$	1,267.50	=	\$	3,946.50
27	36" RCP FES	4	EA	x	\$	1,814.00	=	\$	7,256.00	x	\$	1,050.00	=	\$	4,200.00	x	\$	1,780.00	=	\$	7,120.00	x	\$	2,502.00	=	\$	10,008.00
28	42" RCP FES	2	EA	x	\$	2,521.00	=	\$	5,042.00	x	\$	1,600.00	=	\$	3,200.00	x	\$	2,400.00	=	\$	4,800.00	x	\$	3,375.00	=	\$	6,750.00
29	5' x 5' Junction Box	5	EA	x	\$	3,630.00	=	\$	18,150.00	x	\$	2,700.00	=	\$	13,500.00	x	\$	2,800.00	=	\$	14,000.00	x	\$	3,500.00	=	\$	17,500.00
30	13' x 10' Junction Box	1	EA	x	\$	13,508.00	=	\$	13,508.00	x	\$	10,000.00	=	\$	10,000.00	x	\$	6,600.00	=	\$	6,600.00	x	\$	12,000.00	=	\$	12,000.00
31	5' x 5' Curb Inlet Box	19	EA	x	\$	3,625.00	=	\$	68,875.00	x	\$	2,700.00	=	\$	51,300.00	x	\$	3,300.00	=	\$	62,700.00	x	\$	3,000.00	=	\$	57,000.00
32	10' x 5' Curb Inlet Box	1	EA	x	\$	9,205.00	=	\$	9,205.00	x	\$	3,700.00	=	\$	3,700.00	x	\$	6,000.00	=	\$	6,000.00	x	\$	7,000.00	=	\$	7,000.00
33	11' x 5' Curb Inlet Box	2	EA	x	\$	10,286.00	=	\$	20,572.00	x	\$	4,000.00	=	\$	8,000.00	x	\$	6,100.00	=	\$	12,200.00	x	\$	7,500.00	=	\$	15,000.00
34	12' x 16' Curb Inlet Box	1	EA	x	\$	14,125.00	=	\$	14,125.00	x	\$	9,000.00	=	\$	9,000.00	x	\$	9,100.00	=	\$	9,100.00	x	\$	12,500.00	=	\$	12,500.00
35	12' x 5' Curb Inlet Box	2	EA	x	\$	9,736.00	=	\$	19,472.00	x	\$	4,500.00	=	\$	9,000.00	x	\$	6,600.00	=	\$	13,200.00	x	\$	8,000.00	=	\$	16,000.00
36	16' x 5' Curb Inlet box	4	EA	x	\$	13,817.00	=	\$	55,268.00	x	\$	4,800.00	=	\$	19,200.00	x	\$	7,500.00	=	\$	30,000.00	x	\$	9,200.00	=	\$	36,800.00
37	5' x 5' Area Drain	3	EA	x	\$	4,554.00	=	\$	13,662.00	x	\$	2,300.00	=	\$	6,900.00	x	\$	4,700.00	=	\$	14,100.00	x	\$	3,500.00	=	\$	10,500.00
38	9' x 7.3' Area Drain	1	EA	x	\$	12,331.00	=	\$	12,331.00	x	\$	4,200.00	=	\$	4,200.00	x	\$	5,800.00	=	\$	5,800.00	x	\$	7,500.00	=	\$	7,500.00
39	Median Inlet - Single	46	EA	x	\$	1,393.00	=	\$	64,078.00	x	\$	975.00	=	\$	44,850.00	x	\$	1,500.00	=	\$	69,000.00	x	\$	500.00	=	\$	23,000.00
40	Median Inlet - Double	10	EA	x	\$	2,663.00	=	\$	26,630.00	x	\$	1,850.00	=	\$	18,500.00	x	\$	3,000.00	=	\$	30,000.00	x	\$	1,000.00	=	\$	10,000.00
41	Median Inlet - Triple	6	EA	x	\$	3,934.00	=	\$	23,604.00	x	\$	2,675.00	=	\$	16,050.00	x	\$	4,500.00	=	\$	27,000.00	x	\$	1,500.00	=	\$	9,000.00
42	4' Curb Inlet Extensions	49	EA	x	\$	781.00	=	\$	38,269.00	x	\$	875.00	=	\$	42,875.00	x	\$	740.00	=	\$	36,260.00	x	\$	700.00	=	\$	34,300.00
43	Precast Bridge Span 120 (2 - 24' x 8') Footings, Headwalls, Aprons	1	LS	x	\$	601,025.00	=	\$	601,025.00	x	\$	600,000.00	=	\$	600,000.00	x	\$	557,000.00	=	\$	557,000.00	x	\$	632,257.00	=	\$	632,257.00
44	Precast Bridge Span 1300 (24' x 4') Footings, Headwalls, Aprons	1	LS	x	\$	306,075.00	=	\$	306,075.00	x	\$	325,000.00	=	\$	325,000.00	x	\$	280,000.00	=	\$	280,000.00	x	\$	288,632.00	=	\$	288,632.00
45	Precast Bridge Span 1400 (24'x4') Footings, Headwalls, Aprons	1	LS	x	\$	304,535.00	=	\$	304,535.00	x	\$	325,000.00	=	\$	325,000.00	x	\$	280,000.00	=	\$	280,000.00	x	\$	288,632.00	=	\$	288,632.00
46	Rip Rap w/ Filter Blanket	310	SY	x	\$	47.00	=	\$	14,570.00	x	\$	50.00	=	\$	15,500.00	x	\$	36.00	=	\$	11,160.00	x	\$	40.00	=	\$	12,400.00
47	Median Swale	5225	LF	x	\$	3.50	=	\$	18,287.50	x	\$	10.00	=	\$	52,250.00	x	\$	4.00	=	\$	20,900.00	x	\$	7.50	=	\$	39,187.50
48	Swale S:203	178	LF	x	\$	3.50	=	\$	621.25	x	\$	10.00	=	\$	1,775.00	x	\$	1.35	=	\$	239.63	x	\$	7.50	=	\$	1,331.25
49	Swale S:309	153	LF	x	\$	3.60	=	\$	550.80	x	\$	10.00	=	\$	1,530.00	x	\$	6.00	=	\$	918.00	x	\$	7.50	=	\$	1,147.50
50	Swale S:409A	196	LF	x	\$	3.50	=	\$	686.00	x	\$	10.00	=	\$	1,960.00	x	\$	3.00	=	\$	588.00	x	\$	7.50	=	\$	1,470.00
51	Swale S:409B	300	LF	x	\$	3.50	=	\$	1,050.00	x	\$	10.00	=	\$	3,000.00	x	\$	2.00	=	\$	600.00	x	\$	7.50	=	\$	2,250.00
52	Swale S:506A	575	LF	x	\$	3.60	=	\$	2,070.00	x	\$	10.00	=	\$	5,750.00	x	\$	2.00	=	\$	1,150.00	x	\$	7.50	=	\$	4,312.50
53	Swale S:506B	120	LF	x	\$	3.50	=	\$	420.00	x	\$	10.00	=	\$	1,200.00	x	\$	2.00	=	\$	240.00	x	\$	7.50	=	\$	900.00
54	Sawle S:516A	113	LF	x	\$	3.65	=	\$	412.45	x	\$	10.00	=	\$	1,130.00	x	\$	2.00	=	\$	226.00	x	\$	7.50	=	\$	847.50
55	Swale S:522	290	LF	x	\$	3.60	=	\$	1,044.00	x	\$	10.00	=	\$	2,900.00	x	\$	3.00	=	\$	870.00	x	\$	7.50	=	\$	2,175.00
56	Swale S:606A	182	LF	x	\$	3.80	=	\$	691.60	x	\$	10.00	=	\$	1,820.00	x	\$	2.00	=	\$	364.00	x	\$	7.50	=	\$	1,365.00

57	Swale S:606B	445	LF	x	\$	3.75	=	\$	1,668.75	x	\$	10.00	=	\$	4,450.00	x	\$	2.30	=	\$	1,023.50	x	\$	7.50	=	\$	3,337.50
58	Swale S:608	90	LF	x	\$	4.60	=	\$	414.00	x	\$	10.00	=	\$	900.00	x	\$	3.00	=	\$	270.00	x	\$	7.50	=	\$	675.00

59	Swale S:700	185	LF	x	\$	3.75	=	\$	693.75	x	\$	10.00	=	\$	1,850.00	x	\$	1.25	=	\$	231.25	x	\$	7.50	=	\$	1,387.50
60	Swale S:702	50	LF	x	\$	5.50	=	\$	275.00	x	\$	10.00	=	\$	500.00	x	\$	2.00	=	\$	100.00	x	\$	7.50	=	\$	1,669.00
61	Swale S:1300A	366	LF	x	\$	3.80	=	\$	1,390.80	x	\$	10.00	=	\$	3,660.00	x	\$	2.00	=	\$	732.00	x	\$	7.50	=	\$	2,745.00
62	Swale S:1300B	878	LF	x	\$	3.50	=	\$	3,073.00	x	\$	10.00	=	\$	8,780.00	x	\$	2.50	=	\$	2,195.00	x	\$	7.50	=	\$	6,585.00
63	Swale S:1300C	330	LF	x	\$	3.60	=	\$	1,188.00	x	\$	10.00	=	\$	3,300.00	x	\$	3.00	=	\$	990.00	x	\$	7.50	=	\$	2,475.00
64	Swale S:1300D	495	LF	x	\$	3.50	=	\$	1,732.50	x	\$	10.00	=	\$	4,950.00	x	\$	3.00	=	\$	1,485.00	x	\$	7.50	=	\$	3,712.50
65	6" Class 7 Base Course	53905	SY	x	\$	6.55	=	\$	353,077.75	x	\$	7.00	=	\$	377,335.00	x	\$	6.00	=	\$	323,430.00	x	\$	7.50	=	\$	404,287.50
66	3" HMAC	39518	SY	x	\$	13.15	=	\$	519,661.70	x	\$	12.35	=	\$	488,047.30	x	\$	12.65	=	\$	499,902.70	x	\$	11.95	=	\$	472,240.10
67	4" Binder	39518	SY	x	\$	16.50	=	\$	652,047.00	x	\$	14.35	=	\$	567,083.30	x	\$	14.70	=	\$	580,914.60	x	\$	13.90	=	\$	549,300.20
68	2" HMAC	3350	SY	x	\$	9.35	=	\$	31,322.50	x	\$	8.85	=	\$	29,647.50	x	\$	9.00	=	\$	30,150.00	x	\$	8.50	=	\$	28,475.00
69	3" Binder	3350	SY	x	\$	14.45	=	\$	48,407.50	x	\$	12.60	=	\$	42,210.00	x	\$	12.85	=	\$	43,047.50	x	\$	12.15	=	\$	40,702.50
70	Concrete Curb & Gutter (Type A)	34740	LF	x	\$	11.65	=	\$	404,721.00	x	\$	10.11	=	\$	351,221.40	x	\$	11.80	=	\$	409,932.00	x	\$	12.75	=	\$	442,935.00
71	Concrete Curb & Gutter (Modified)	1506	LF	x	\$	12.50	=	\$	18,825.00	x	\$	16.00	=	\$	24,096.00	x	\$	12.80	=	\$	19,276.80	x	\$	12.75	=	\$	19,201.50
72	Concrete Sidewalk	5685	SY	x	\$	33.50	=	\$	190,447.50	x	\$	36.00	=	\$	204,660.00	x	\$	45.00	=	\$	255,825.00	x	\$	38.00	=	\$	216,030.00
73	Concrete Trail	10527	SY	x	\$	37.55	=	\$	395,288.85	x	\$	41.12	=	\$	432,870.24	x	\$	49.00	=	\$	515,823.00	x	\$	38.00	=	\$	400,026.00
74	Commercial Drive Sta 76+65 (L)	1	LS	x	\$	5,125.00	=	\$	5,125.00	x	\$	1,500.00	=	\$	1,500.00	x	\$	6,750.00	=	\$	6,750.00	x	\$	12,800.00	=	\$	12,800.00
75	Seeding & Mulching	19	AC	x	\$	4,037.00	=	\$	76,703.00	x	\$	1,813.00	=	\$	34,447.00	x	\$	2,000.00	=	\$	38,000.00	x	\$	1,995.00	=	\$	37,905.00
76	Sod All Median Areas	18509	SY	x	\$	3.00	=	\$	55,527.00	x	\$	3.43	=	\$	63,485.87	x	\$	3.80	=	\$	70,334.20	x	\$	3.75	=	\$	69,408.75
77	4" Pavement Markings (Thermoplastic)	8214	LF	x	\$	1.65	=	\$	13,553.10	x	\$	1.00	=	\$	8,214.00	x	\$	1.60	=	\$	13,142.40	x	\$	0.93	=	\$	7,639.02
78	4" Trail Markings	3336	LF	x	\$	1.10	=	\$	3,669.60	x	\$	1.00	=	\$	3,336.00	x	\$	1.05	=	\$	3,502.80	x	\$	0.60	=	\$	2,001.60
79	12" Pavement Markings (Thermoplastic)	891	LF	x	\$	11.00	=	\$	9,801.00	x	\$	12.00	=	\$	10,692.00	x	\$	10.70	=	\$	9,533.70	x	\$	3.30	=	\$	2,940.30
80	Pavement Sympols (Arrows - Thermoplastic)	29	EA	x	\$	440.00	=	\$	12,760.00	x	\$	200.00	=	\$	5,800.00	x	\$	428.00	=	\$	12,412.00	x	\$	192.50	=	\$	5,582.50
81	Pavement Symbols ("Only" - Thermoplastic)	4	EA	x	\$	275.00	=	\$	1,100.00	x	\$	200.00	=	\$	800.00	x	\$	267.00	=	\$	1,068.00	x	\$	220.00	=	\$	880.00
82	Pavement Symbols ("Yield" - Thermoplastic)	14	EA	x	\$	550.00	=	\$	7,700.00	x	\$	200.00	=	\$	2,800.00	x	\$	535.00	=	\$	7,490.00	x	\$	220.00	=	\$	3,080.00
83	Street Sign Installation	75	EA	x	\$	385.00	=	\$	28,875.00	x	\$	400.00	=	\$	30,000.00	x	\$	375.00	=	\$	28,125.00	x	\$	308.00	=	\$	23,100.00
84	Erosion Control	1	LS	x	\$	176,385.00	=	\$	176,385.00	x	\$	135,000.00	=	\$	135,000.00	x	\$	86,140.00	=	\$	86,140.00	x	\$	64,802.50	=	\$	64,802.50
85	Traffic Control & Maintenance	1	LS	x	\$	9,570.00	=	\$	9,570.00	x	\$	80,000.00	=	\$	80,000.00	x	\$	14,000.00	=	\$	14,000.00	x	\$	10,000.00	=	\$	10,000.00
86	Mobilization (Shall not exceed 5% of Total Bid)	1	LS	x	\$	182,424.00	=	\$	182,424.00	x	\$	300,000.00	=	\$	300,000.00	x	\$	365,000.00	=	\$	365,000.00	x	\$	212,833.61	=	\$	212,833.61
87	Five Strand Barbed Wire Fence	6255	LF	x	\$	9.65	=	\$	60,360.75	x	\$	5.00	=	\$	31,275.00	x	\$	9.40	=	\$	58,797.00	x	\$	6.00	=	\$	37,530.00
88	Handicap Access Ramp	138	SY	x		NO BID	=		NO BID	x	\$	60.00	=	\$	8,280.00	x	\$	64.00	=	\$	8,832.00	x	\$	75.00	=	\$	10,350.00
89	ADA Detectable Warning Panel	39	EA	x	\$	275.00	=	\$	10,725.00	x	\$	800.00	=	\$	31,200.00	x	\$	429.00	=	\$	16,731.00	x	\$	130.00	=	\$	5,070.00
90	Project Signs	2	EA	x	\$	495.00	=	\$	990.00	x	\$	5,000.00	=	\$	10,000.00	x	\$	481.00	=	\$	962.00	x	\$	990.00	=	\$	1,980.00

91	Handrail	521	LF	x	\$	125.00	=	\$	65,125.00	x	\$	74.55	=	\$	38,840.55	x	\$	88.00	=	\$	45,848.00	x	\$	91.30	=	\$	47,567.30
92	Tree Protection Fencing	975	LF	x	\$	4.00	=	\$	3,900.00	x	\$	2.62	=	\$	2,554.50	x	\$	3.40	=	\$	3,315.00	x	\$	2.90	=	\$	2,827.50
93	Pond Dewatering	1	LS	x	\$	6,600.00	=	\$	6,600.00	x	\$	10,000.00	=	\$	10,000.00	x	\$	4,400.00	=	\$	4,400.00	x	\$	2,500.00	=	\$	2,500.00
94	4" SCH 40 Conduit	1937	LF	x	\$	10.55	=	\$	20,435.35	x	\$	4.00	=	\$	7,748.00	x	\$	11.00	=	\$	21,307.00	x	\$	7.00	=	\$	13,559.00
95	3" SCH 40 Conduit	137	LF	x	\$	9.65	=	\$	1,322.05	x	\$	3.00	=	\$	411.00	x	\$	15.00	=	\$	2,055.00	x	\$	7.00	=	\$	959.00
96	1.25" SCH 40 Conduit	22	LF	x	\$	8.65	=	\$	190.30	x	\$	3.00	=	\$	66.00	x	\$	14.00	=	\$	308.00	x	\$	7.00	=	\$	154.00
97	6" Concrete Median Paving (Patterned)	1183	SY	x	\$	135.00	=	\$	159,705.00	x	\$	75.00	=	\$	88,725.00	x	\$	130.00	=	\$	153,790.00	x	\$	133.45	=	\$	157,871.35
98	12" PVC, C-900 Class 200 DR-14 Water Main)	250	LF	x	\$	52.25	=	\$	13,062.50	x	\$	80.00	=	\$	20,000.00	x	\$	56.00	=	\$	14,000.00	x	\$	41.00	=	\$	10,250.00
99	12" Tap & Valve	1	EA	x	\$	7,095.00	=	\$	7,095.00	x	\$	7,500.00	=	\$	7,500.00	x	\$	5,200.00	=	\$	5,200.00	x	\$	8,800.00	=	\$	8,800.00
100	12" 45 Bend & Thrust Blocking	5	EA	x	\$	1,045.00	=	\$	5,225.00	x	\$	500.00	=	\$	2,500.00	x	\$	1,150.00	=	\$	5,750.00	x	\$	1,100.00	=	\$	5,500.00
101	12" Gate Valve w/Box	1	EA	x	\$	3,850.00	=	\$	3,850.00	x	\$	2,000.00	=	\$	2,000.00	x	\$	2,840.00	=	\$	2,840.00	x	\$	4,400.00	=	\$	4,400.00
102	Cut & Gap Ex 12" Water Main	1	EA	x	\$	4,785.00	=	\$	4,785.00	x	\$	5,000.00	=	\$	5,000.00	x	\$	957.00	=	\$	957.00	x	\$	1,100.00	=	\$	1,100.00
103	Remove Ex Blow-off and Re-Use	1	EA	x	\$	1,155.00	=	\$	1,155.00	x	\$	1,000.00	=	\$	1,000.00	x	\$	350.00	=	\$	350.00	x	\$	1,000.00	=	\$	1,000.00
104	Three-way Fire Hydrant Assembly w/ Valve	1	EA	x	\$	5,720.00	=	\$	5,720.00	x	\$	6,000.00	=	\$	6,000.00	x	\$	4,300.00	=	\$	4,300.00	x	\$	4,500.00	=	\$	4,500.00
105	16" Steel Encasement	229.5	LF	x	\$	181.50	=	\$	41,654.25	x	\$	150.00	=	\$	34,425.00	x	\$	91.00	=	\$	20,884.50	x	\$	85.00	=	\$	19,507.50
106	24" Steel Encasement	46	LF	x	\$	198.00	=	\$	9,108.00	x	\$	130.00	=	\$	5,980.00	x	\$	132.00	=	\$	6,072.00	x	\$	105.00	=	\$	4,830.00
107	Raise Ex Sewer Manhole to Grade	1	LS	x	\$	1,760.00	=	\$	1,760.00	x	\$	1,000.00	=	\$	1,000.00	x	\$	232.00	=	\$	232.00	x	\$	1,000.00	=	\$	1,000.00
108	Site Photographs	1	LS	x	\$	7,950.00	=	\$	7,950.00	x	\$	10,000.00	=	\$	10,000.00	x	\$	1,800.00	=	\$	1,800.00	x	\$	500.00	=	\$	500.00
TOTAL AMOUNT BID								\$	7,950,906.65					\$	7,580,045.41					\$	7,657,973.73					\$	7,307,279.98

DEDUCTIVE ALTERNATE #1 (Alberta Street)															
				Dean Crowder Construction Inc				Kolb Grading LLC				Nabholz Construction Corp			
ITEM	DESCRIPTION	QTY.	UNIT		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST
1	Roadway Construction Control	1	LS	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 2,500.00	=	\$ 2,500.00
2	Trench & Excavation Safety Systems	1	LS	x	\$ 100.00	=	\$ 100.00	x	\$ 5,000.00	=	\$ 5,000.00	x	\$ 500.00	=	\$ 500.00
3	Clearing, Grubbing, & Demolition	1	LS	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 1,500.00	=	\$ 1,500.00
4	Rock Excavation	10	CY	x	\$ 200.00	=	\$ 2,000.00	x	\$ 200.00	=	\$ 2,000.00	x	\$ 178.00	=	\$ 1,780.00
5	Undercut Excavation (Plan Quantity)	2400	CY	x	\$ 6.15	=	\$ 14,760.00	x	\$ 3.00	=	\$ 7,200.00	x	\$ 4.30	=	\$ 10,320.00
6	Select Fill (Plan Quantity)	1650	CY	x	\$ 8.25	=	\$ 13,612.50	x	\$ 10.00	=	\$ 16,500.00	x	\$ 10.00	=	\$ 16,500.00
7	Unclassified Excavation (Plan Quantity)	1725	CY	x	\$ 6.10	=	\$ 10,522.50	x	\$ 3.00	=	\$ 5,175.00	x	\$ 6.75	=	\$ 11,643.75
8	Embankment (Plan Quantity)	1366	CY	x	\$ 3.90	=	\$ 5,327.40	x	\$ 1.00	=	\$ 1,366.00	x	\$ 8.50	=	\$ 11,611.00
9	Subgrade Preparation	2650	SY	x	\$ 0.90	=	\$ 2,385.00	x	\$ 1.00	=	\$ 2,650.00	x	\$ 1.50	=	\$ 3,975.00
10	4" Topsoil Placement	4700	TON	x	\$ 2.35	=	\$ 11,045.00	x	\$ 0.75	=	\$ 3,525.00	x	\$ 1.20	=	\$ 5,640.00
11	Undercut and Stone Backfill	10	LF	x	\$ 16.50	=	\$ 165.00	x	\$ 22.00	=	\$ 220.00	x	\$ 30.00	=	\$ 300.00
12	18" RCP, Class III, Under Pavement	35	LF	x	\$ 42.00	=	\$ 1,470.00	x	\$ 50.00	=	\$ 1,750.00	x	\$ 70.00	=	\$ 2,450.00
13	18" RCP, Class III	107	LF	x	\$ 33.80	=	\$ 3,616.60	x	\$ 40.00	=	\$ 4,280.00	x	\$ 40.00	=	\$ 4,280.00
14	30" RCP, Class III	45	LF	x	\$ 66.00	=	\$ 2,970.00	x	\$ 60.00	=	\$ 2,700.00	x	\$ 70.00	=	\$ 3,150.00
15	30" Arch RCP, Class III, Under Pavement	31	LF	x	\$ 110.00	=	\$ 3,410.00	x	\$ 150.00	=	\$ 4,650.00	x	\$ 100.00	=	\$ 3,100.00
16	18" RCP FES	1	EA	x	\$ 729.00	=	\$ 729.00	x	\$ 500.00	=	\$ 500.00	x	\$ 780.00	=	\$ 780.00
17	30" RCP, FES	2	EA	x	\$ 1,110.00	=	\$ 2,220.00	x	\$ 500.00	=	\$ 1,000.00	x	\$ 1,180.00	=	\$ 2,360.00
18	5' x 5' Curb Inlet Box	3	EA	x	\$ 3,262.00	=	\$ 9,786.00	x	\$ 2,000.00	=	\$ 6,000.00	x	\$ 3,300.00	=	\$ 9,900.00
19	4' Curb Inlet Extensions	5	EA	x	\$ 703.00	=	\$ 3,515.00	x	\$ 500.00	=	\$ 2,500.00	x	\$ 740.00	=	\$ 3,700.00
20	Rip Rap w/ Filter Blanket	45	SY	x	\$ 42.00	=	\$ 1,890.00	x	\$ 50.00	=	\$ 2,250.00	x	\$ 36.00	=	\$ 1,620.00
21	6" Class 7 Base Course	2800	SY	x	\$ 5.90	=	\$ 16,520.00	x	\$ 7.00	=	\$ 19,600.00	x	\$ 6.00	=	\$ 16,800.00
22	2" HMAc	1989	SY	x	\$ 8.40	=	\$ 16,707.60	x	\$ 8.85	=	\$ 17,602.65	x	\$ 9.00	=	\$ 17,901.00
23	3" Binder	1989	SY	x	\$ 13.00	=	\$ 25,857.00	x	\$ 12.60	=	\$ 25,061.40	x	\$ 12.85	=	\$ 25,558.65
24	Concrete Curb & Gutter (Type A)	2075	LF	x	\$ 10.50	=	\$ 21,787.50	x	\$ 10.00	=	\$ 20,750.00	x	\$ 11.80	=	\$ 24,485.00
25	Concrete Sidewalk	353	SY	x	\$ 30.15	=	\$ 10,642.95	x	\$ 30.00	=	\$ 10,590.00	x	\$ 45.00	=	\$ 15,885.00
26	Concrete Trail	815	SY	x	\$ 33.80	=	\$ 27,547.00	x	\$ 40.00	=	\$ 32,600.00	x	\$ 49.00	=	\$ 39,935.00
27	Seeding & Mulching	0.8	AC	x	\$ 3,633.00	=	\$ 2,906.40	x	\$ 1,800.00	=	\$ 1,440.00	x	\$ 2,000.00	=	\$ 1,600.00
28	4" Pavement Markings (Thermoplastic)	983	LF	x	\$ 1.50	=	\$ 1,474.50	x	\$ 1.00	=	\$ 983.00	x	\$ 1.60	=	\$ 1,572.80
29	12" Pavement Markings (Thermoplastic)	54	LF	x	\$ 10.00	=	\$ 540.00	x	\$ 200.00	=	\$ 10,800.00	x	\$ 10.70	=	\$ 577.80

30	Pavement Symbols ("Yield" - Thermoplastic)	1	EA	x	\$	500.00	=	\$	500.00	x	\$	200.00	=	\$	200.00	x	\$	535.00	=	\$	535.00	x	\$	220.00	=	\$	220.00
31	Street Sign Installation	7	EA	x	\$	350.00	=	\$	2,450.00	x	\$	400.00	=	\$	2,800.00	x	\$	375.00	=	\$	2,625.00	x	\$	308.00	=	\$	2,156.00
32	Erosion Control	1	LS	x	\$	2,591.00	=	\$	2,591.00	x	\$	10,000.00	=	\$	10,000.00	x	\$	4,000.00	=	\$	4,000.00	x	\$	8,300.00	=	\$	8,300.00
33	Traffic Control & Maintenance	1	LS	x	\$	300.00	=	\$	300.00	x	\$	10,000.00	=	\$	10,000.00	x	\$	500.00	=	\$	500.00	x	\$	1,500.00	=	\$	1,500.00
34	Handicap Access Ramp	35	SY	x	\$	112.50	=	\$	3,937.50	x	\$	60.00	=	\$	2,100.00	x	\$	64.00	=	\$	2,240.00	x	\$	75.00	=	\$	2,625.00
35	ADA Detectable Warning Panel	6	EA	x	\$	250.00	=	\$	1,500.00	x	\$	800.00	=	\$	4,800.00	x	\$	429.00	=	\$	2,574.00	x	\$	130.00	=	\$	780.00
36	Tree Protection Fencing	50	LF	x	\$	3.60	=	\$	180.00	x	\$	2.00	=	\$	100.00	x	\$	3.40	=	\$	170.00	x	\$	2.90	=	\$	145.00
37	4" SCH 40 Conduit	106	LF	x	\$	9.50	=	\$	1,007.00	x	\$	4.00	=	\$	424.00	x	\$	11.00	=	\$	1,166.00	x	\$	7.00	=	\$	742.00
38	6" Concrete Median Paving (Patterned)	276	SY	x	\$	120.00	=	\$	33,120.00	x	\$	50.00	=	\$	13,800.00	x	\$	130.00	=	\$	35,880.00	x	\$	133.45	=	\$	36,832.20
39	24" Steel Encasement	46	LF	x	\$	178.00	=	\$	8,188.00	x	\$	100.00	=	\$	4,600.00	x	\$	132.00	=	\$	6,072.00	x	\$	105.00	=	\$	4,830.00
40	Site Photographs	1	LS	x	\$	200.00	=	\$	200.00	x	\$	1,000.00	=	\$	1,000.00	x	\$	250.00	=	\$	250.00	x	\$	25.00	=	\$	25.00
Total Alternate #1 Amount Bid								\$	270,480.45					\$	278,517.05					\$	297,937.00					\$	292,102.94

DEDUCTIVE ALTERNATE #2 (Catalpa Street)

				Dean Crowder Construction Inc				Kolb Grading LLC				Nabholz Construction Corp				Sweetser Construction Inc			
ITEM	DESCRIPTION	QTY.	UNIT		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST		UNIT COST		EXTENDED COST
1	Roadway Construction Control	1	LS	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 2,000.00	=	\$ 2,000.00
2	Trench & Excavation Safety Systems	1	LS	x	\$ 100.00	=	\$ 100.00	x	\$ 5,000.00	=	\$ 5,000.00	x	\$ 500.00	=	\$ 500.00	x	\$ 500.00	=	\$ 500.00
3	Clearing, Grubbing, & Demolition	1	LS	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 2,500.00	=	\$ 2,500.00
4	Rock Excavation	10	CY	x	\$ 200.00	=	\$ 2,000.00	x	\$ 200.00	=	\$ 2,000.00	x	\$ 178.00	=	\$ 1,780.00	x	\$ 125.00	=	\$ 1,250.00
5	Undercut Excavation (Plan Quantity)	1790	CY	x	\$ 6.15	=	\$ 11,008.50	x	\$ 3.00	=	\$ 5,370.00	x	\$ 4.30	=	\$ 7,697.00	x	\$ 13.25	=	\$ 23,717.50
6	Select Fill (Plan Quantity)	1234	CY	x	\$ 8.25	=	\$ 10,180.50	x	\$ 10.00	=	\$ 12,340.00	x	\$ 10.00	=	\$ 12,340.00	x	\$ 5.75	=	\$ 7,095.50
7	Unclassified Excavation (Plan Quantity)	1860	CY	x	\$ 6.10	=	\$ 11,346.00	x	\$ 3.00	=	\$ 5,580.00	x	\$ 6.75	=	\$ 12,555.00	x	\$ 7.50	=	\$ 13,950.00
8	Embankment (Plan Quantity)	75	CY	x	\$ 3.90	=	\$ 292.50	x	\$ 1.00	=	\$ 75.00	x	\$ 8.50	=	\$ 637.50	x	\$ 5.75	=	\$ 431.25
9	Subgrade Preparation	1480	SY	x	\$ 0.90	=	\$ 1,332.00	x	\$ 1.00	=	\$ 1,480.00	x	\$ 1.50	=	\$ 2,220.00	x	\$ 1.00	=	\$ 1,480.00
10	4" Topsoil Placement	1500	SY	x	\$ 2.35	=	\$ 3,525.00	x	\$ 0.75	=	\$ 1,125.00	x	\$ 1.20	=	\$ 1,800.00	x	\$ 1.50	=	\$ 2,250.00
11	Undercut and Stone Backfill	10	TON	x	\$ 16.50	=	\$ 165.00	x	\$ 22.00	=	\$ 220.00	x	\$ 30.00	=	\$ 300.00	x	\$ 18.50	=	\$ 185.00
12	18" RCP, Class III, Under Pavement	75.7	LF	x	\$ 42.00	=	\$ 3,179.40	x	\$ 50.00	=	\$ 3,785.00	x	\$ 70.00	=	\$ 5,299.00	x	\$ 33.50	=	\$ 2,535.95
13	18" RCP, Class III	136	LF	x	\$ 33.80	=	\$ 4,596.80	x	\$ 40.00	=	\$ 5,440.00	x	\$ 40.00	=	\$ 5,440.00	x	\$ 30.75	=	\$ 4,182.00
14	30" RCP, Class III	150	LF	x	\$ 66.00	=	\$ 9,900.00	x	\$ 60.00	=	\$ 9,000.00	x	\$ 70.00	=	\$ 10,500.00	x	\$ 71.25	=	\$ 10,687.50
15	30" Arch RCP, Class III, Under Pavement	62	LF	x	\$ 77.95	=	\$ 4,832.90	x	\$ 100.00	=	\$ 6,200.00	x	\$ 100.00	=	\$ 6,200.00	x	\$ 77.75	=	\$ 4,820.50
16	30" RCP FES	4	EA	x	\$ 1,110.00	=	\$ 4,440.00	x	\$ 500.00	=	\$ 2,000.00	x	\$ 1,180.00	=	\$ 4,720.00	x	\$ 1,267.50	=	\$ 5,070.00

Tentative Agenda
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17	5' x 5' Curb Inlet Box	2	EA	x	\$ 3,262.00	=	\$ 6,524.00	x	\$ 2,000.00	=	\$ 4,000.00	x	\$ 3,300.00	=	\$ 6,600.00	x	\$ 3,000.00	=	\$ 6,000.00
18	12' x 5' Curb Inlet Box	2	EA	x	\$ 8,763.00	=	\$ 17,526.00	x	\$ 4,500.00	=	\$ 9,000.00	x	\$ 6,600.00	=	\$ 13,200.00	x	\$ 8,000.00	=	\$ 16,000.00
19	Rip Rap w/ Filter Blanket	27	SY	x	\$ 42.00	=	\$ 1,134.00	x	\$ 50.00	=	\$ 1,350.00	x	\$ 36.00	=	\$ 972.00	x	\$ 40.00	=	\$ 1,080.00
20	6" Class 7 Base Course	2100	SY	x	\$ 5.90	=	\$ 12,390.00	x	\$ 7.00	=	\$ 14,700.00	x	\$ 6.00	=	\$ 12,600.00	x	\$ 7.50	=	\$ 15,750.00
21	2" HMAC	1288	SY	x	\$ 8.40	=	\$ 10,819.20	x	\$ 8.85	=	\$ 11,398.80	x	\$ 9.00	=	\$ 11,592.00	x	\$ 8.50	=	\$ 10,948.00
22	3" Binder	1288	SY	x	\$ 13.00	=	\$ 16,744.00	x	\$ 12.60	=	\$ 16,228.80	x	\$ 12.85	=	\$ 16,550.80	x	\$ 12.15	=	\$ 15,649.20
23	Concrete Curb & Gutter (Type A)	1500	LF	x	\$ 10.50	=	\$ 15,750.00	x	\$ 10.00	=	\$ 15,000.00	x	\$ 11.80	=	\$ 17,700.00	x	\$ 12.75	=	\$ 19,125.00
24	Concrete Sidewalk	620	SY	x	\$ 30.15	=	\$ 18,693.00	x	\$ 30.00	=	\$ 18,600.00	x	\$ 45.00	=	\$ 27,900.00	x	\$ 38.00	=	\$ 23,560.00
25	Seeding & Mulching	0.05	AC	x	\$ 3,633.00	=	\$ 181.65	x	\$ 1,800.00	=	\$ 90.00	x	\$ 2,000.00	=	\$ 100.00	x	\$ 1,995.00	=	\$ 99.75
26	4" Pavement Markings (Thermoplastic)	650	LF	x	\$ 1.50	=	\$ 975.00	x	\$ 1.00	=	\$ 650.00	x	\$ 1.60	=	\$ 1,040.00	x	\$ 0.93	=	\$ 604.50
27	12" Pavement Markings (Thermoplastic)	36	LF	x	\$ 10.00	=	\$ 360.00	x	\$ 12.00	=	\$ 432.00	x	\$ 10.70	=	\$ 385.20	x	\$ 3.30	=	\$ 118.80
28	Pavement Symbols ("Yield" - Thermoplastic)	1	EA	x	\$ 500.00	=	\$ 500.00	x	\$ 200.00	=	\$ 200.00	x	\$ 535.00	=	\$ 535.00	x	\$ 220.00	=	\$ 220.00
29	Street Sign Installation	8	EA	x	\$ 350.00	=	\$ 2,800.00	x	\$ 400.00	=	\$ 3,200.00	x	\$ 375.00	=	\$ 3,000.00	x	\$ 308.00	=	\$ 2,464.00
30	Erosion Control	1	LS	x	\$ 2,729.00	=	\$ 2,729.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 6,000.00	=	\$ 6,000.00
31	Traffic Control & Maintenance	1	LS	x	\$ 300.00	=	\$ 300.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 500.00	=	\$ 500.00	x	\$ 1,500.00	=	\$ 1,500.00
32	Handicap Access Ramp	11	SY	x	\$ 112.50	=	\$ 1,237.50	x	\$ 60.00	=	\$ 660.00	x	\$ 64.00	=	\$ 704.00	x	\$ 75.00	=	\$ 825.00
33	ADA Detectable Warning Panel	4	EA	x	\$ 250.00	=	\$ 1,000.00	x	\$ 800.00	=	\$ 3,200.00	x	\$ 429.00	=	\$ 1,716.00	x	\$ 130.00	=	\$ 520.00
34	Tree Protection Fencing	200	LF	x	\$ 3.60	=	\$ 720.00	x	\$ 2.00	=	\$ 400.00	x	\$ 3.40	=	\$ 680.00	x	\$ 2.90	=	\$ 580.00
35	4" SCH 40 Conduit	160	LF	x	\$ 9.50	=	\$ 1,520.00	x	\$ 4.00	=	\$ 640.00	x	\$ 11.00	=	\$ 1,760.00	x	\$ 7.00	=	\$ 1,120.00
36	6" Concrete Median Paving (Patterned)	279	SY	x	\$ 120.00	=	\$ 33,480.00	x	\$ 75.00	=	\$ 20,925.00	x	\$ 130.00	=	\$ 36,270.00	x	\$ 133.45	=	\$ 37,232.55
37	Site Photographs	1	LS	x	\$ 200.00	=	\$ 200.00	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 250.00	=	\$ 250.00	x	\$ 25.00	=	\$ 25.00
Total Alternate #2 Amount Bid							\$ 214,481.95				\$ 221,289.60				\$ 230,543.50				\$ 242,077.00

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

CERTIFIED:

P. Vice, Purchasing Manager

Witness

Date

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: 7/29/2015 Tentative Agenda Page 794 of 953	
Vendor #: 56870			Vendor Name: Sweetser Construction Inc.				Mail ☒ YES ☐ NO		Legistar#: 2015-0351 Expected Delivery Date:	
Address: 590 West Poplar					FOB Point:		Taxable ☐ YES ☒ NO			
City: Fayetteville			AR		Zip Code: 72703		Ship to code:		Quotes Attached ☐ YES ☐ NO	
Requester:					Requester's Employee #:		Extension:			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Construction of Ruppel Road (MLK to Persimmon)	1		376,267.00	\$376,267.00	4520.9540.5809.00	06035.2400			
2	Construction of Ruppel Road (MLK to Persimmon)	1		6,931,013.00	\$6,931,013.00	4520.9555.5809.00	06035.2400			
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$7,307,280.00</u> Tax: <u>\$0.00</u> Total: <u>\$7,307,280.00</u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 2 of 863

Text File

File Number: 2015-0354

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 7

VAC 15-5116 (808 N. HIGHLAND AVENUE)

AN ORDINANCE TO APPROVE VAC 15-5116 SUBMITTED BY JOSEF TUCKER FOR PROPERTY LOCATED AT 808 N. HIGHLAND AVENUE TO VACATE A PORTION OF AN EXISTING 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 an existing utility easement is 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 an existing utility easement as described in Exhibit "B" attached.

Section 2. That a copy of this Ordinance duly certified by the City Clerk along with the map attached 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 condition of approval:

Any damage to or relocation of existing utilities or facilities and any associated new easement dedication shall be at the owner/developer's expense.

15-5116
EXHIBIT 'A'

VAC15-5116

TUCKER

Close Up View



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5116

Overview

- Fayetteville City Limits
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area



EXHIBIT 'B'

15-5116

A twenty-foot (20') utility easement occupying the vacated former alleyway of Crest Lane between the two real estate properties further described below;

806 N. Highland Avenue, Fayetteville, Arkansas 72701, more specifically described as: a part of Block 11 and a Part of the South half of that unopened portion of Crest Lane lying between Highland Avenue and Pollard Avenue as vacated and abandoned by the City of Fayetteville, Arkansas, by ordinance No. 3308 recorded in Book 1258 at page 892, records of Washington County, Arkansas, all in City Park Addition to the City of Fayetteville, Arkansas, and all together being more particularly described as follows: Beginning at the NW Comer of said Block 11; thence North 00 degrees 11 minutes 40 seconds West along the East right of way of Highland Avenue 10.00 feet to an existing iron in the center of said vacated Crest Lane; thence South 89 degrees 46 minutes 05 seconds East along the center of said vacated Crest Lane 169.86 feet; thence South 00 degrees 06 minutes 39 seconds East 87.01 feet to an existing iron pipe; thence North 89 degrees 58 minutes 31 seconds West 169.73 feet to an existing iron on the West line of said Block 11; thence North 00 degrees 11 minutes 40 seconds West 77.62 feet to the point of beginning Less and except public roads and rights of way and any easements of record.

808 N. Highland Avenue, Fayetteville, Arkansas 72701, more specifically described as: Lot Numbered Four (4) in Block Numbered Ten (10) in the AL. Trent to the City of Fayetteville, as designated upon A L. Trent's Revised Plat of said Addition recorded as Plat No. 125 of the Plat Records in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. And, all the North Half (N 112) of the unopened portion of Crest Lane lying between Highland Avenue and Pollard Avenue which lies adjacent to the South line of said Lot Numbered Four (4) as vacated and abandoned by the City of Fayetteville, Arkansas, in Ordinance No. 3308 recorded in Record Book 1258 at Page 892 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. AND A limited easement for ingress and egress on, over and across a Part of Block 11 of City Park Addition to the City of Fayetteville, Arkansas, which is limited to and more specifically described as lands lying between the rock wall located on the Northern portion of said Block 11 and the South line of Lot Four (4) in Block Ten (10), of said A L. Trent's Revised Plat.

City of Fayetteville Staff Review Form

2015-0354

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

7/31/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5116: Vacation (808 N. HIGHLAND AVE./TUCKER, 445): Submitted by JOSEF TUCKER for property located at 808 N. HIGHLAND AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a portion of an existing utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson

DATE: June 31, 2015

SUBJECT: **VAC 15-5116: Vacation (808 N. HIGHLAND AVE./TUCKER, 445):**
Submitted by JOSEF TUCKER for property located at 808 N. HIGHLAND AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a portion of a utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to vacate a portion of existing utility easements.

BACKGROUND:

The Property is located at 808 N. Highland Ave, and contains a 2,616 square foot residence built in 1936. The property has an unused 20' utility easement on the south boundary, which was retained after an alley right-of-way vacation (Ord 3308, 1986).

The applicant is requesting to vacate an unused portion of utility easement containing 3,400 square feet.

DISCUSSION:

On July 27, 2015 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 8-0-0 on the consent agenda.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- CC Ordinance
- Exhibit A
- Exhibit B
- Planning Commission Staff Report

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 27, 2015~~ **UPDATED 7/30/2015**

SUBJECT: **VAC 15-5116: Vacation (808 N. HIGHLAND AVE./TUCKER, 445):**
Submitted by JOSEF TUCKER for property located at 808 N. HIGHLAND AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.33 acres. The request is to vacate a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5116** with conditions of approval.

BACKGROUND:

The Property is located at 808 N Highland, and contains a 2616 square foot residence built in 1936. The property has unused 20' utility easement on the south boundary, which was retained after an alley right-of-way vacation (Ord 3308, 1986).

The surrounding zoning and land uses are depicted in *Table 1*.

Table 1 - Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Single-family Residential	RSF-4
South	Single-family Residential	RSF-4
East	Single-family Residential	RSF-4
West	Single-family Residential	RSF-4

Proposal: The applicant proposes vacation of an unused portion of platted utility easement containing approximately 3,400 square feet.

DISCUSSION:

This is a fully built out neighborhood, without any expectation that the easement will be needed in future.

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

Cox Communications

RESPONSE

No objections with conditions

AEP/SWEPCO

No objections

Source Gas

No objections

AT&T

No objections with conditions

Ozarks Electric

No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer

No objections

Transportation

No objections

Public Comment:

An adjoining property owner returned the comment from with no objection.

RECOMMENDATION: Staff recommends forwarding VAC 15-5116 with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense
2. Legal Descriptions must be revised to address the City GIS Division comments before the item will be submitted to City Council.

Planning Commission Action:



Approved

☐ Forwarded

☐ Denied

Meeting Date: July 27, 2015

Motion: COOK

Second: AUTRY

Vote: 8-0-0, ON CONSENT AGENDA

BUDGET/STAFF IMPACT:

None.

Attachments:

- Cover Letter
- Petition to Vacate

- Adjacent landowners approval
- Utility Approvals
- Easement Vacation Exhibit
- Aerial Image
- One Mile Map
- Close Up Map

Dear City Staff and Planning Commission,

6/15/15

I am writing to request a vacation of the utility easement running along the south border of my property at 808 N. Highland Ave, Fayetteville, AR. I've attached a legal description and a survey, as well as the City's Utility Approval Form with my full application.

There is currently an unused 20' utility easement that remains after ordinance 3300 vacated the former Crest Lane between Highland and Pollard Avenues. That is the easement I would like vacated.

All of the utility managers and city departments have voiced approval of the vacation, so hopefully you can move to approve it also.

Please let me know if I can provide any further information. I appreciate your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'JTucker', followed by a long horizontal flourish.

Josef Tucker,
Owner, 808 N. Highland Ave.
479-531-7658
jtucker@tandtgreen.com

**PETITION TO VACATE A UTILITY EASEMENT LOCATED IN
BLOCK ELEVEN (11) IN CITY PARK ADDITION AND
LOT FOUR (4) IN BLOCK TEN (10) OF A. L. TRENT'S REVISED PLAT**

TO: The Fayetteville City Planning Commission and The Fayetteville City Council

We, the undersigned, being the owners of the real estate abutting the utility easement sought to be abandoned and vacated, lying in Block 11 in City Park Addition to the City of Fayetteville, a municipal corporation, and Lot Numbered Four (4) in Block Numbered Ten (10) in the A.L. Trent to the City of Fayetteville, a municipal corporation, petition to vacate an easement which is described as follows:

- A twenty-foot (20') utility easement occupying the vacated¹ former alleyway of Crest Lane between the two real estate properties further described below.²
- **806 N. Highland Avenue, Fayetteville, Arkansas 72701**, more specifically described as: a part of Block 11 and a Part of the South half of that unopened portion of Crest Lane lying between Highland Avenue and Pollard Avenue as vacated and abandoned by the City of Fayetteville, Arkansas, by ordinance No. 3308 recorded in Book 1258 at page 892, records of Washington County, Arkansas, all in City Park Addition to the City of Fayetteville, Arkansas, and all together being more particularly described as follows: Beginning at the NW Comer of said Block 11; thence North 00 degrees 11 minutes 40 seconds West along the East right of way of Highland Avenue 10.00 feet to an existing iron in the center of said vacated Crest Lane 169.86 feet; thence South 89 degrees 46 minutes 05 seconds East along the center of said vacated Crest Lane 169.86 feet; thence South 00 degrees 06 minutes 39 seconds East 87.01 feet to an existing iron pipe; thence North 89 degrees 58 minutes 31 seconds West 169.73 feet to an existing iron on the West line of said Block 11; thence North 00 degrees 11 minutes 40 seconds West 77.62 feet to the point of beginning Less and except public roads and rights of way and any easements of record.
- **808 N. Highland Avenue, Fayetteville, Arkansas 72701**, more specifically described as: Lot Numbered Four (4) in Block Numbered Ten (10) in the A.L. Trent to the City of Fayetteville, as designated upon A. L. Trent's Revised Plat of said Addition recorded as Plat No. 125 of the Plat Records in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. And, all the North Half (N 1/2) of the unopened portion of Crest Lane lying between Highland Avenue and Pollard Avenue which lies adjacent to the South line of said Lot Numbered Four (4) as vacated and abandoned by the City of Fayetteville, Arkansas, in Ordinance No. 3308 recorded in Record Book 1258 at Page 892 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas. AND A limited easement for ingress and egress on, over and across a Part of Block 11 of City Park Addition to the City of Fayetteville, Arkansas, which is limited to and more specifically described as lands lying between the rock wall located on the Northern portion of said Block 11 and the South line of Lot Four (4) in Block Ten (10), of said A. L. Trent's Revised Plat.

¹ City of Fayetteville Ordinance #3308 (Book 1258-892) vacated Crest Lane.

² See also attached documents.

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT- OF- WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 8/15
Address / location of vacation: 808 N. Highland Ave
Adjacent property address: 806 N. Highland Ave
Lot: 4 Block: 10 Subdivision: City Park - A.L. Trents

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:
808 N. Highland Ave - See attached
(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

Project Name
Thomas R Bulger
Name of Adjacent Property Owner (printed)
thb
Signature of Adjacent Property Owner

Applicant Name

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15
UTILITY COMPANY: City of Fayetteville - Utilities
APPLICANT NAME: Josef Tucker APPLICANT PHONE: 479-531-7658
jtucker@tandgreen.com

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 Easement between 808 & 806 N. Highland
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] 15 JUNE 2015
Signature of Utility Company Representative

DIRECTOR OF UTILITIES

Title

CITY OF FAYETTEVILLE

December 2014
Page 5

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Josef Tucker

APPLICANT PHONE: 479-531-7658

jtucker@tandtgreen.com

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

Easement between 808 & 806 N. Highland
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 relocation of our existing facilities will be at the owners/developers expense.

[Signature]
Signature of Utility Company Representative

CONSTRUCTION MANAGER

Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15
UTILITY COMPANY: Source Gas
APPLICANT NAME: Josef Tucker APPLICANT PHONE: 479-531-7658
REQUESTED VACATION (applicant must check all that apply):
jtucker@tandtgreen.com

- ☒ 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 Easement between 808 & 806 N. Highland
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. Dargatz

Signature of Utility Company Representative

Supervisor - Division Operations

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15

UTILITY COMPANY: Oranhs Electric

APPLICANT NAME: Josef Tucker

APPLICANT PHONE: 479-531-7658

jtucker@tandtgreen.com

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

Easement between 808 & 806 N. Highland
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:

Greg McGee

Signature of Utility Company Representative

Lead Staking Tech

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 5/22/15
UTILITY COMPANY: AT&T
APPLICANT NAME: Josef Tucker APPLICANT PHONE: 479-531-7658
jtucker@tandtgreen.com
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 Easement between 808 & 806 N. Highland
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 any AT&T facilities are required to be relocated due to the easement vacancy will be the
responsibility of the developer/ property owner.

Josef Tucker
Signature of Utility Company Representative

MGR OSP Plng & Engrg Design
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15
UTILITY COMPANY: AEP Swepco
APPLICANT NAME: Josef Tucker APPLICANT PHONE: 479-531-7658
jtucker@tandtgreen.com
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 Easement between 808 & 806 N. Highland
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:

Zhang L
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 5/22/15
UTILITY COMPANY: City of Fayetteville, Transportation
APPLICANT NAME: Josef Tucker APPLICANT PHONE: 479-531-7658
jtucker@tandtgreen.com

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 Easement between 808 & 806 N. Highland
Fayetteville, AR

- ☐ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

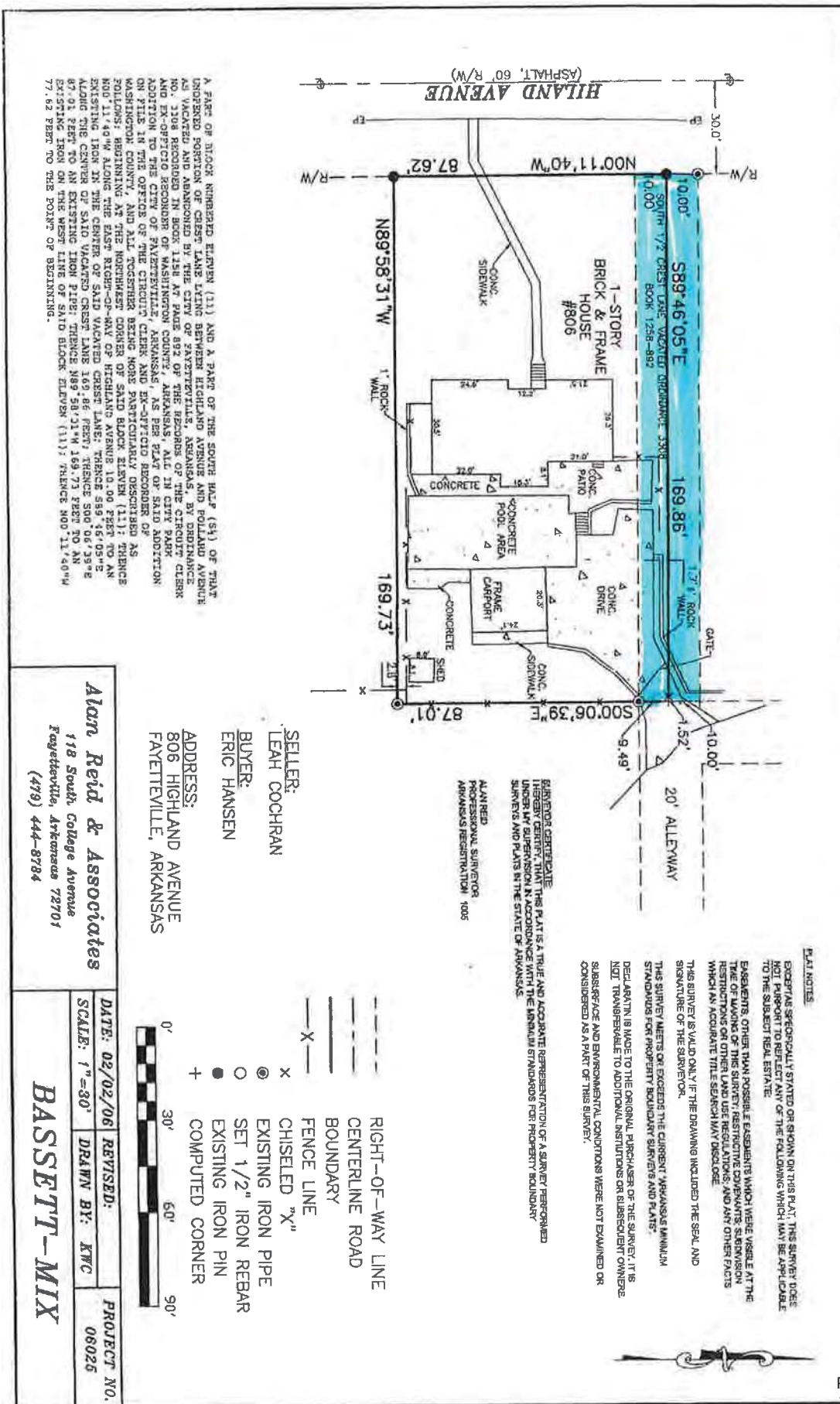
- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Josef Tucker
Signature of Utility Company Representative

Assistant Transportation Manager
Title

December 2014
Page 5



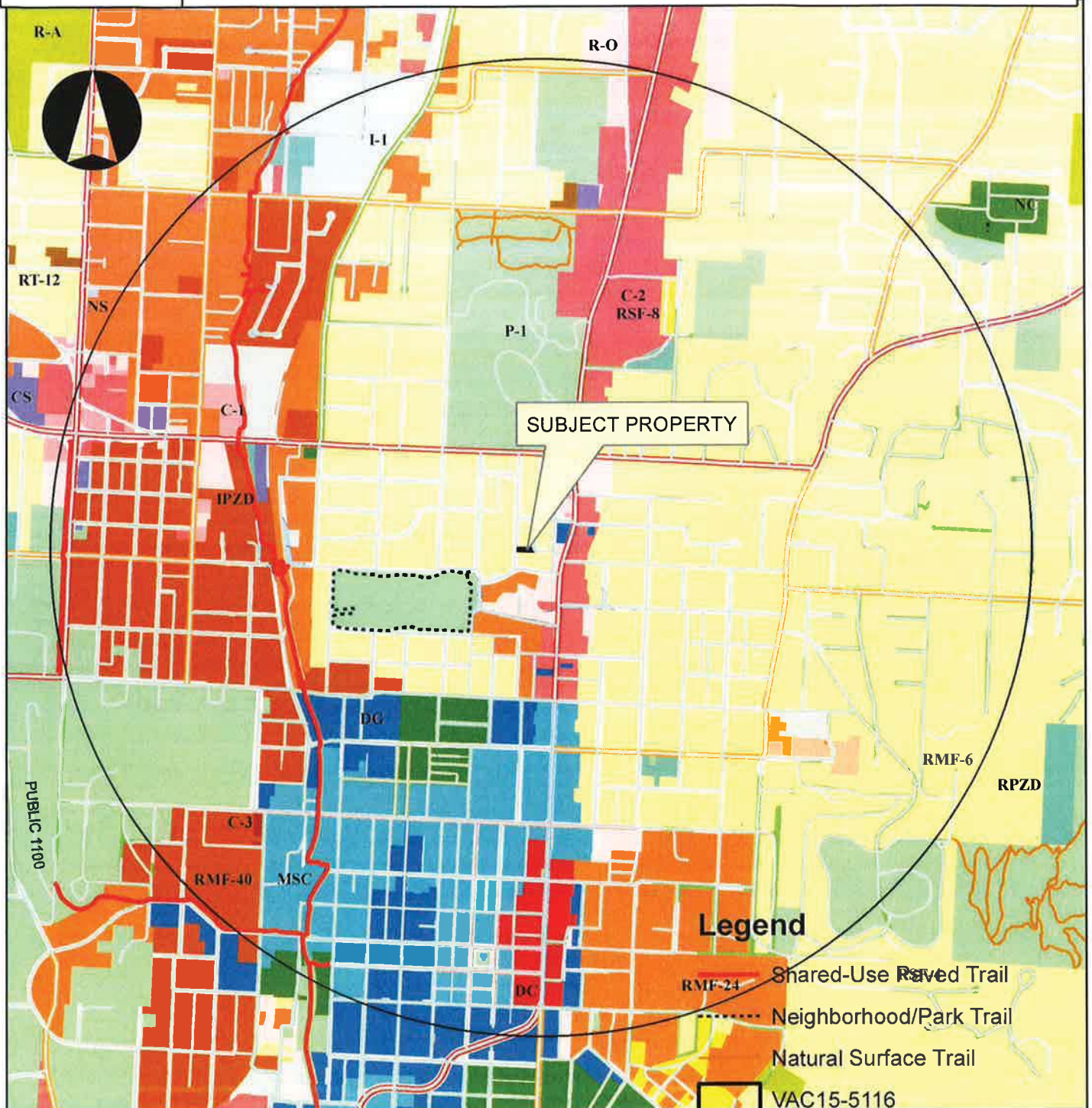
A PART OF BLOCK NUMBERED ELEVEN (11) AND A PART OF THE SOUTH HALF (SH) OF THAT UNORDERED PORTION OF CREST LANE LYING BETWEEN HIGHLAND AVENUE AND FOLLAD AVENUE AS VACATED AND ABANDONED BY THE CITY OF FAYETTEVILLE, ARKANSAS, BY ORDINANCE NO. 3308 RECORDED IN BOOK 1258 AT PAGE 692 OF THE RECORDS OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDED OF WASHINGTON COUNTY, ARKANSAS, AS PER PLAT ON RECORD ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AND ALL TOGETHER BEING MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK ELEVEN (11); THENCE N00°11'40"W ALONG THE WEST LINE OF SAID BLOCK ELEVEN 10.00 FEET TO AN EXISTING 1/2" IRON PIPE; THENCE S89°46'05"E 169.86 FEET TO AN EXISTING 1/2" IRON PIPE; THENCE S50°06'39"E 87.01 FEET TO AN EXISTING 1/2" IRON PIPE; THENCE N89°58'31"W 169.73 FEET TO AN EXISTING 1/2" IRON PIPE; THENCE N00°11'40"W 77.62 FEET TO THE POINT OF BEGINNING.



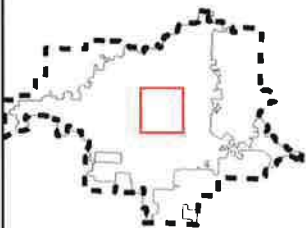
VAC15-5116

TUCKER

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

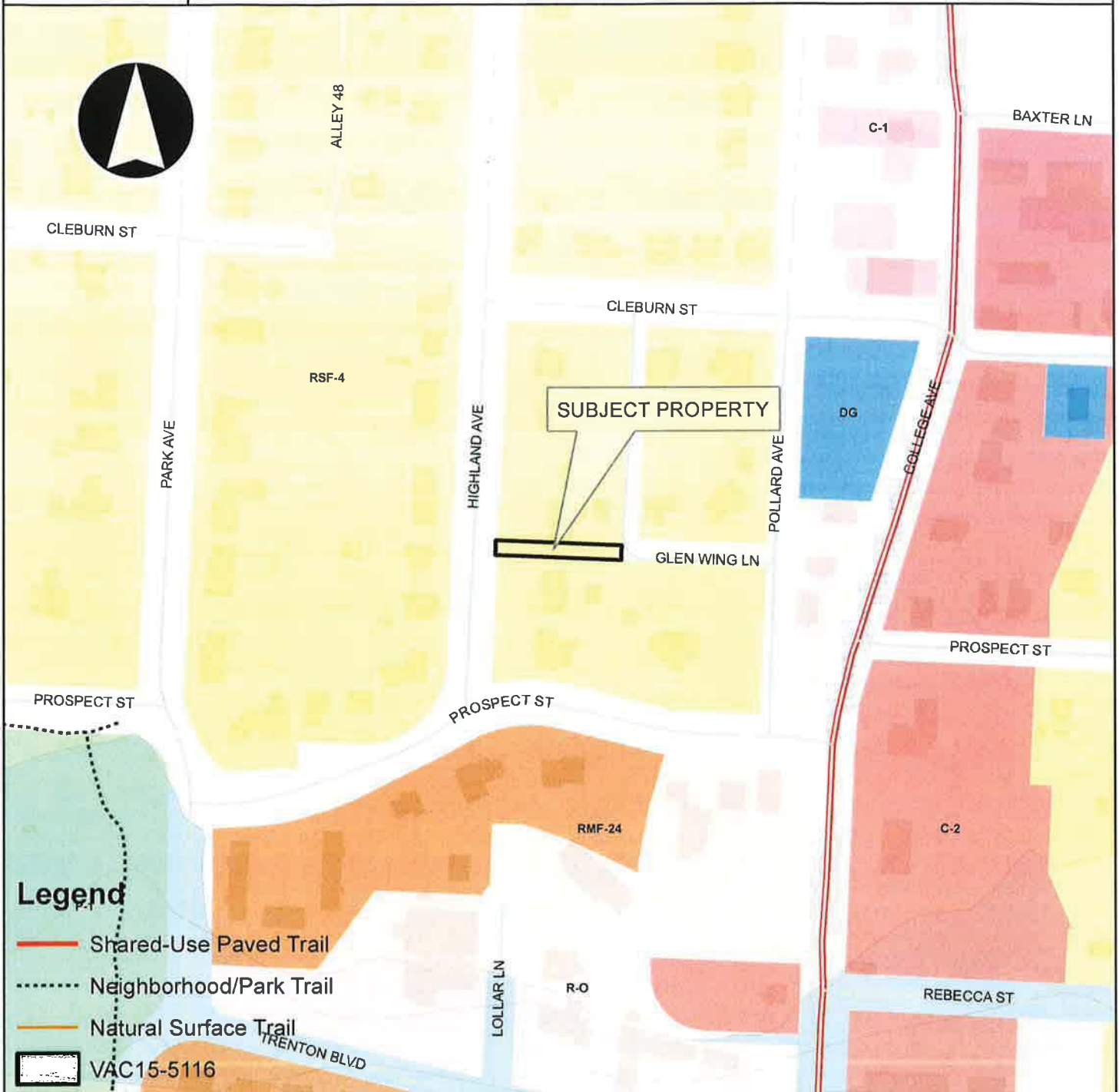
1 Miles

- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville

VAC15-5116

TUCKER

Close Up View

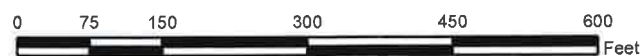


Legend

- Shared-Use Paved Trail
- - - Neighborhood/Park Trail
- Natural Surface Trail
- VAC15-5116

Overview Fayetteville City Limits

- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- - - Planning Area





City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 14 of 863

Text File

File Number: 2015-0356

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 8

R-PZD 04-06.00 (RUPPLE ROW)

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 04-06.00, RUPPLE ROW, CONTAINING APPROXIMATELY 41.70 ACRES, TO MODIFY THE ZONING OF THE DUPLEXES AND TRIPLEXES ON WORDSWORTH LANE TO ALLOW UP TO FOUR UNRELATED PERSONS TO LIVE IN EACH DWELLING UNIT

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

Section 1. That the change to R-PZD 04-06.00 Ruppel Row to modify the zoning of the duplexes and triplexes on Wordsworth Lane to allow up to four unrelated persons to live in each dwelling unit is hereby approved.

Section 2. That the Planned Zoning District ordinance and official zoning map of the City of Fayetteville, Arkansas, for R-PZD 04-06.00 Ruppel Row as passed and approved by the City Council on June 15, 2004 with Ordinance No. 4580 shall be modified with the revisions as described in Section 1 above.

City of Fayetteville Staff Review Form

2015-0356

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

7/31/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5135: Administrative Item (RUPPLE ROW SUBDIVISION PZD AMENDMENT, 439): Submitted by ROB KIMBEL for properties located in the RUPPLE ROW SUBDIVISION. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT RUPPLE ROW (R-PZD 04-06.00) and contain approximately 41.70 acres. The request is an amendment to the PZD to modify the zoning of the duplexes and triplexes on Wordsworth Lane to allow up to four unrelated persons to live in each dwelling unit.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Director

FROM: Andrew Garner, City Planning Director

DATE: January 29, 2015

SUBJECT: ADM 15-5135: Administrative Item (RUPPLE ROW SUBDIVISION PZD AMENDMENT, 439): Submitted by ROB KIMBEL for properties located in the RUPPLE ROW SUBDIVISION. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT RUPPLE ROW (R-PZD 04-06.00) and contain approximately 41.70 acres. The request is an amendment to the PZD to modify the zoning of the duplexes and triplexes on Wordsworth Lane to allow up to four unrelated persons to live in each dwelling unit.

RECOMMENDATION:

The Planning Commission recommends approval and staff recommends denial of **ADM 14-4930**.

BACKGROUND:

Property Description and History: The Ruppel Row subdivision contains 41.70 acres located south of Wedington Drive and west of Ruppel Road. In 2004 the City Council rezoned the property to R-PZD 04-6.00 for the Ruppel Row project. This master planned neighborhood was proposed in a Traditional Neighborhood Development (TND) pattern and approved for 182 single-family detached lots, 37 two-family lots subdivided into townhouse lots, and two three-family lots. All homes are rear alley loaded in typical TND fashion with homes built close to the street with prominent front porches.

DISCUSSION:

Background: Within the past year the applicant has become aware of the City's code regulating the number of unrelated persons being able to live in one dwelling unit. Because the Ruppel Row PZD was approved as a single family planned zoning district (even though other uses are also permitted), a maximum of three unrelated persons are allowed to live in each dwelling unit (UDC Chapter 151, definition of *Family*). This is similar to an RSF district, where the predominant use is single family, but either uses such as duplexes can be permitted as well. Regardless of the use, however, the number of occupants is based upon the zoning district, not the type of unit.

In zoning districts 'other than single family' up to four unrelated persons may live in in one dwelling unit. The applicant discussed with staff that they thought their property (Lots 145-183) allowed up to four unrelated people to live in each dwelling because they are two-family/townhomes. However, the applicant's original assumption is not consistent with the adopted ordinance requirements. As stated previously, **the number of unrelated persons is based on the**

underlying zoning district and not the dwelling unit type. In the case of the Ruppel Row PZD, it is classified as a 'single family zoning district' because a majority of the dwellings are single family homes. The Ruppel Row PZD was never proposed or adopted by the City Council as a multi-family zoning district.

To further explain how this ordinance is applied throughout the city, city code allows a two-family dwelling located in the RSF-4 zoning district to have up to three unrelated persons because RSF-4 is a single family zoning district. City Code allows a two-family dwelling located in the RMF-24 zoning district to have up to four unrelated persons because RMF-24 is not a single family zoning district.

Proposal: The applicant proposes to amend the Ruppel Row R-PZD to reclassify the zoning of lots 145-183 (both sides of Wordsworth Lane) as 'other than single family zoning' to allow up to four unrelated persons to live in each dwelling unit.

The subject area of Wordsworth Lane is developed with 37 two-family attached townhomes on either side of the street that are located approximately 10 feet from the street, rear alley loaded with two-car garages and driveways off of the alley. There are also two three-family homes located on the cul-de-sac at the north end of the street. There are no single family detached homes within the area in question. To staff's knowledge these homes have been developed with four bedrooms in each unit.

Public Comment: Staff received two letters in favor of the applicant's request (attached).

Discussion: The Ruppel Row subdivision was approved and developed as a TND with single family detached homes and one internal street of townhomes in the central portion of the neighborhood. Consistent with TND and adopted City policy, this neighborhood was intended to serve a variety of home owners within walking distance of a school, community center and future commercial corridor along Wedington Drive.

The Ruppel Row neighborhood was developed with infrastructure including streets, driveways, alleys, and garages for individual owner occupancy, not rentals with occupancy for up to four unrelated people in each dwelling. A greater density of individuals living together, particularly adults, can pose safety and nuisance issues if the neighborhood was not designed to accommodate that density.

For instance, there is not enough parking for each dwelling on the subject properties to accommodate four cars with individual occupancy. This will result in residents parking on the street. However, Wordsworth Lane was not built to accommodate the number of vehicles associated with residency of four unrelated people per dwelling. Wordsworth Lane is a 28-foot wide street and only allows parking on one side. Because both sides of the street are developed with two-family townhomes, continuous parking on both sides of the street is needed to accommodate the number of vehicles generated by the proposed occupancy. Continuous parking on both sides of the street leaves only a 12-foot travel lane that would be in violation of the fire code that requires a 20-foot clear unobstructed fire access road. A lack of adequate on-site and on-street parking can result in other violation issues such as parking in the grass or in alleys.

Staff disagrees with the applicant's parking analysis where they indicate that there are no parking problems for the occupancy proposed. The applicant assumes that four unrelated individuals will park two vehicles in the two-car garages and two cars immediately behind the garages in the driveway. This would effectively block two cars in the garage. In reality with four unrelated adults

living in these units it is unlikely that cars will be parked in the garages on a regular basis resulting in two cars for every dwelling having to park elsewhere at various times during the day or night as noted above. With a total of 80 dwellings in this area approximately 160 off-street parking spaces are needed and only approximately 75 are provided on Wordsworth Lane. This is a substantial parking deficit that could negatively affect the safety and welfare of the immediate and surrounding neighborhood.

An additional negative aspect of this proposal is that allowing up to four unrelated people in each dwelling would likely push this street and other surrounding homes permanently into the rental market where dwellings are rented by up to four unrelated people. This is not in line with the intent of the original PZD and may be counter to the public neighborhood interest in the long-term viability of this neighborhood. It is staff's opinion that this is not an appropriate location for a large section of student housing rentals, or general rentals with four unrelated people in each dwelling. This type of land use pattern is more appropriate closer to the University of Arkansas and the core of the city, not in this suburban neighborhood in west Fayetteville with inadequate parking infrastructure. The original intent of this neighborhood, consistent with current city policy, was to allow a variety of individual owner occupancy and price points within the neighborhood. This proposal is inconsistent with that policy.

The Planning Commission voted 7-1-0 (Commissioner Brown voted 'no') at the July 27, 2015 meeting to recommend approval of the request as proposed.

BUDGET/STAFF IMPACT:

None

Attachments:

- Ordinance
- Planning Commission staff report ADM 15-5135
- Applicant's Planning Commission presentation

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: July 27, 2015 Updated with Planning Commission results

SUBJECT: **ADM 15-5135: Administrative Item (RUPPLE ROW SUBDIVISION PZD AMENDMENT, 439):** Submitted by ROB KIMBEL for properties located in the RUPPLE ROW SUBDIVISION. The properties are zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT RUPPLE ROW (R-PZD 04-6.00 and contain approximately 41.70 acres. The request is an amendment to the PZD to modify the zoning of the duplexes and triplexes on Wordsworth Lane to allow up to four unrelated persons to live in each dwelling unit.

RECOMMENDATION:

Staff recommends denial of **ADM 15-5135**.

BACKGROUND:

Property Description and History: The Ruppel Row subdivision contains 41.70 acres located south of Wedington Drive and west of Ruppel Road. In 2004 the City Council rezoned the property to R-PZD 04-6.00 for the Ruppel Row project. This master planned neighborhood was proposed in a Traditional Neighborhood Development (TND) pattern and approved for 182 single-family detached lots, 37 two-family lots subdivided into townhouse lots, and two three-family lots. All homes are rear alley loaded in typical TND fashion with homes built close to the street with prominent front porches.

DISCUSSION:

Background: Within the past year the applicant has become aware of the City's code regulating the number of unrelated persons being able to live in one dwelling unit. Because the Ruppel Row PZD was approved as a single family zoning district, a maximum of three unrelated persons are allowed to live in each dwelling unit (UDC Chapter 151, definition of *Family*).

In zoning districts 'other than single family' up to four unrelated persons may live in in one dwelling unit. The applicant discussed with staff that they thought their property (Lots 145-183) allowed up to four unrelated people to live in each dwelling because they are two-family/townhomes. However, the applicant's original assumption is incorrect. The number of unrelated persons is based on the underlying zoning district and not the dwelling unit type. In the case of the Ruppel Row PZD, it is classified as a 'single family zoning district' because a majority of the dwellings are single family homes. The Ruppel Row PZD was never proposed or adopted by the City Council as a multi-family zoning district.

For example, city code allows a two-family dwelling located in the RSF-4 zoning district to have up to three unrelated persons because RSF-4 is a single family zoning district. City Code allows a two-family dwelling located in the RMF-24 zoning district to have up to four unrelated persons because RMF-24 is not a single family zoning district.

Proposal: The applicant proposes to amend the Ruppel Row R-PZD to reclassify the zoning of lots 145-183 (both sides of Wordsworth Lane) as 'other than single family zoning' to allow up to four unrelated persons to live in each dwelling unit.

The subject area of Wordsworth Lane is developed with two-family attached townhomes on either side of the street that are located approximately 10 feet from the street, rear alley loaded with two-car garages and driveways off of the alley. There are also two three-family homes located on the cul-de-sac at the north end of the street. To staff's knowledge these homes have been developed with four bedrooms in each unit.

Public Comment: Staff received two letters in favor of the applicant's request (attached).

Discussion: The Ruppel Row subdivision was approved and developed as a TND with single family detached homes and one internal street of townhomes in the central portion of the neighborhood. Consistent with TND and adopted City policy, this neighborhood was intended to serve a variety of home owners within walking distance of a school, community center and future commercial corridor along Wedington Drive.

The Ruppel Row neighborhood was developed with infrastructure including streets, driveways, alleys, and garages for individual owner occupancy, not rentals with occupancy for up to four unrelated people in each dwelling. A greater density of individuals living together can pose safety and nuisance issues if the neighborhood was not designed to accommodate that density, as in this case.

For instance, there is not enough parking for each dwelling on the subject properties to accommodate four cars with individual occupancy. This will result in residents parking on the street. However, Wordsworth Lane was not built to accommodate the number of vehicles associated with residency of four unrelated people per dwelling. Wordsworth Lane is a 28-foot wide street and only allows parking on one side. Because both sides of the street are developed with two-family townhomes, continuous parking on both sides of the street is needed to accommodate the number of vehicles generated by the proposed occupancy. Continuous parking on both sides of the street leaves only a 12-foot travel lane that would be in violation of the fire code that requires a 20-foot clear unobstructed fire access road. A lack of adequate on-site and on-street parking can result in other violation issues such as parking in the grass or in alleys.

An additional negative aspect of this proposal is that allowing up to four unrelated people in each dwelling would likely push this street and other surrounding homes permanently into the rental market where dwellings are rented by up to four unrelated people. This is not in line with the intent of the original PZD and may be counter the public neighborhood interest in the long-term viability of this neighborhood. It is staff's opinion that this is not an appropriate location for a large section of student housing rentals, or general rentals with four unrelated people in each dwelling. This type of land use pattern is more appropriate closer to the University of Arkansas and the core of the city, not in this suburban neighborhood in west Fayetteville with inadequate infrastructure. The original intent of this neighborhood, consistent with current city policy, was to allow a variety of individual owner occupancy and price points within the neighborhood. This proposal is inconsistent with that policy.

RECOMMENDATION: Staff recommends denial of ADM 15-5135 based on the findings that the streets, alleys, and parking in this neighborhood were not designed or built to safely or efficiently support up to four unrelated persons in each dwelling. The proposal would also be counter to the original intent of the PZD adopted by City Council for a variety of individual home ownerships within the neighborhood.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied
(recommend approval)

Meeting Date: July 27, 2015

Motion: Autry

Second: Selby

Vote: 7-1-0 (Commissioner Brown voted 'no')

BUDGET/STAFF IMPACT:

None.

Attachments:

- UDC Chapter 151 definition of 'family'
- Applicant's letter
- Public comment
- Example two-family townhome plan
- Ruppel Row Subdivision final plat
- Close up map
- Current land use map
- Future land use map
- One mile map

Fayetteville UDC Chapter 151

Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a “family” is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a “family” is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of “family” as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as applying the parking requirements of §172.11 (even though this is a multifamily PZD), requiring that each five person unit must be placed within a freestanding structure of not more than two stories and be buffered from other residential districts outside the Planned Zoning District. The City Council shall consider whether an applicant’s PZD with one or more five unrelated person structures would cause unreasonable traffic into an adjoining residential neighborhood before approving any such PZD. Persons are “related” for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of “family” does not include fraternities, sororities, clubs or institutional groups.

July 8, 2015

Planning Commissioners and City Council Members,

I currently own 80 attached townhome units in the Ruppel Row PZD. When I purchased these lots, my intent was, and in fact I did, build the units to lease to upper class and graduate school college students. Before I purchased the lots and started construction, I checked the zoning on my specific lots on the plat, met with the POA as well as the architectural review committee who knew and understood exactly what I was going to build and they were in support of it. These lots are zoned "unit 9 two-family dwelling" and "unit 10 three-family dwelling," so I built them with the intent to house four students per unit in a more family like setting. Our units are 1850 sf with 4 bedroom, 3 baths and a 2 car garage. There are 2 parking spots on the street as well as spots in the garage and 2 on the driveway, so parking is not an issue.

Over the last three years, we have been operating under these assumptions with the support of our local PZD and neighbors. We have been great neighbors within our PZD, to the point that they asked me to serve on the board. To my knowledge, we have never had a complaint pertaining to over-occupancy nor have we had complaints of traffic congestion. Lastly, I would point out that we have developed a financial and mentoring partnership with the Boys and Girls Club and they have been very appreciative and supportive of our students.

After speaking with city officials, it appears that there is some gray area and contradicting information pertaining to zoning and the definition of family. In the Unified Development Code, family is defined as 3 or less unrelated parties in a single-family district (unit 8). In all other districts, a family is no more than 4 unrelated parties. (My assumption is "all other" would include "unit 9 two-family dwelling" and "unit 10 three family dwelling.") Even in the definition of dwellings, there are two distinct definitions for "attached single-family dwelling" and "attached two-family dwelling."

As the owner of lots 145-183 in the Ruppel Row PZD, I would like to formally request a clarification and update of the underlying zoning to facilitate what is already occurring on my properties and that my properties be recognized as a unique within the Ruppel Row PZD. In particular, this Planning Area would recognize my properties as 'other than single-family' for the purposes of the definition of "Family" in the Fayetteville Unified Development Code.

Thank you for your consideration.



Rob Kimbel



July 20, 2015

To whom it may concern,

As the Chief Professional Officer and a representative of the Boys and Girls Club of Fayetteville, we want to show our support for Spring Creek Rentals and specifically their partnership with our organization. The representatives from Spring Creek have taken strides to promote community well-being through their partnership with our organization as well as the community as a whole.

It is my understanding that there may be a concern over allowing four college students in each townhome. From our perspective, we have not noticed any negative effects of this arrangement. We are in support of allowing the Ruppel townhomes to operate in the same way they have for the last three years.

Regards,

A handwritten signature in blue ink that reads "E.J. Schuldt".

Eric Schuldt

Boys and Girls Club of Fayetteville

Donald W. Reynolds Boys & Girls Club of Fayetteville
580 North Ruppel Road • Fayetteville, AR 72704 • Tel 479-442-9242 • Fax 479-442-6192
www.fayettevillekids.org

Great Futures Start Here.

July 10, 2015

To whom it may concern,

I am writing in my capacity as president of the Ruppel Row Property Owners Association regarding the duplex homes on Wordsworth Ln. that Mr. Kimbel has built and rented since 2013. To date, I am not aware of any major violations of the POA covenants or city code related city services, and to my knowledge, Mr. Kimbel's duplex homes have operated well within our established neighborhood covenants.

In more recent phases of building, Mr. Kimbel has been mindful to include extra space for tenant parking, which when coupled with the available on-street parking, has alleviated any potential parking issues. Moreover, Mr. Kimbel employs a rental manager to ensure that residents comply with neighborhood regulations. Our experience with Mr. Kimbel's management team has been nothing but positive and we have found them to be very responsive.

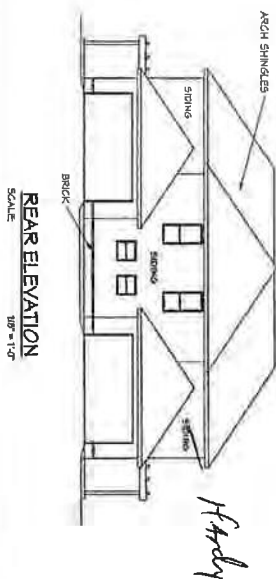
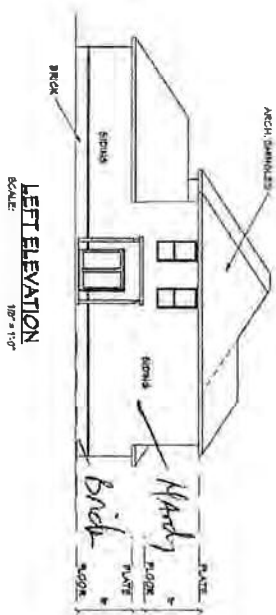
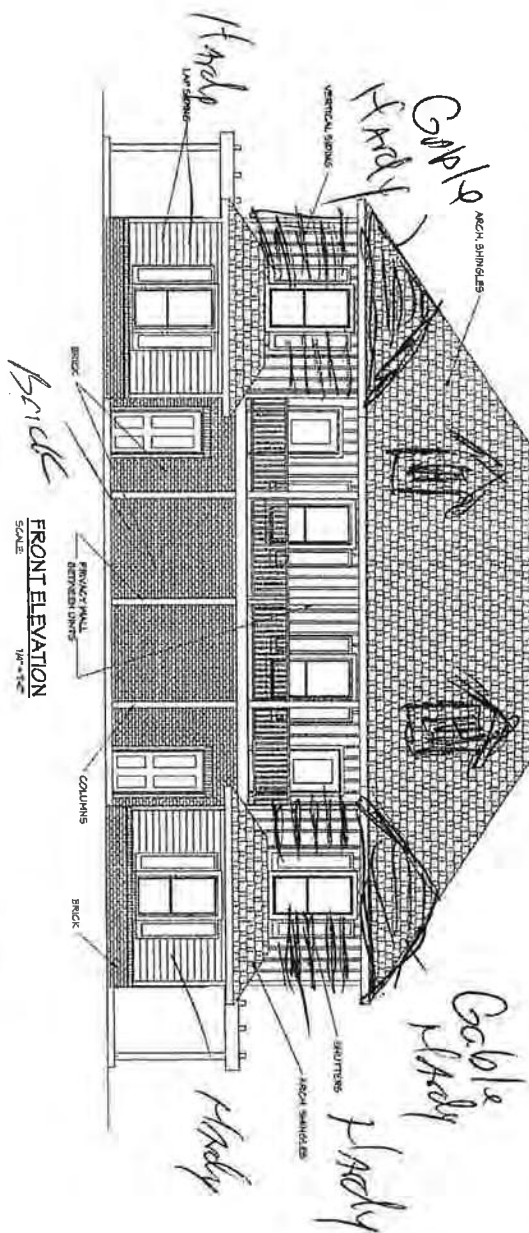
It is the opinion of the POA that Mr. Kimbel's properties have not only been a significant positive impact to the neighborhood, they have also strengthened our community. With his support, the POA has been able to pursue a number of important improvement projects, including the purchase and placement of new mailboxes and the installation of trees throughout the entire PZD. His investment in the neighborhood have also invigorated interest in the Ruppel Row PZD, and as such, we have been fortunate to see a number of new homes completed within the last two years.

From my perspective, as POA President, there is no question that Mr. Kimbel's properties should be allowed to continue to operate, as they have for some time, within the Ruppel Row PZD. Should you have further questions about Mr. Kimbel's properties or about the Ruppel Row POA, please do not hesitate to contact me.

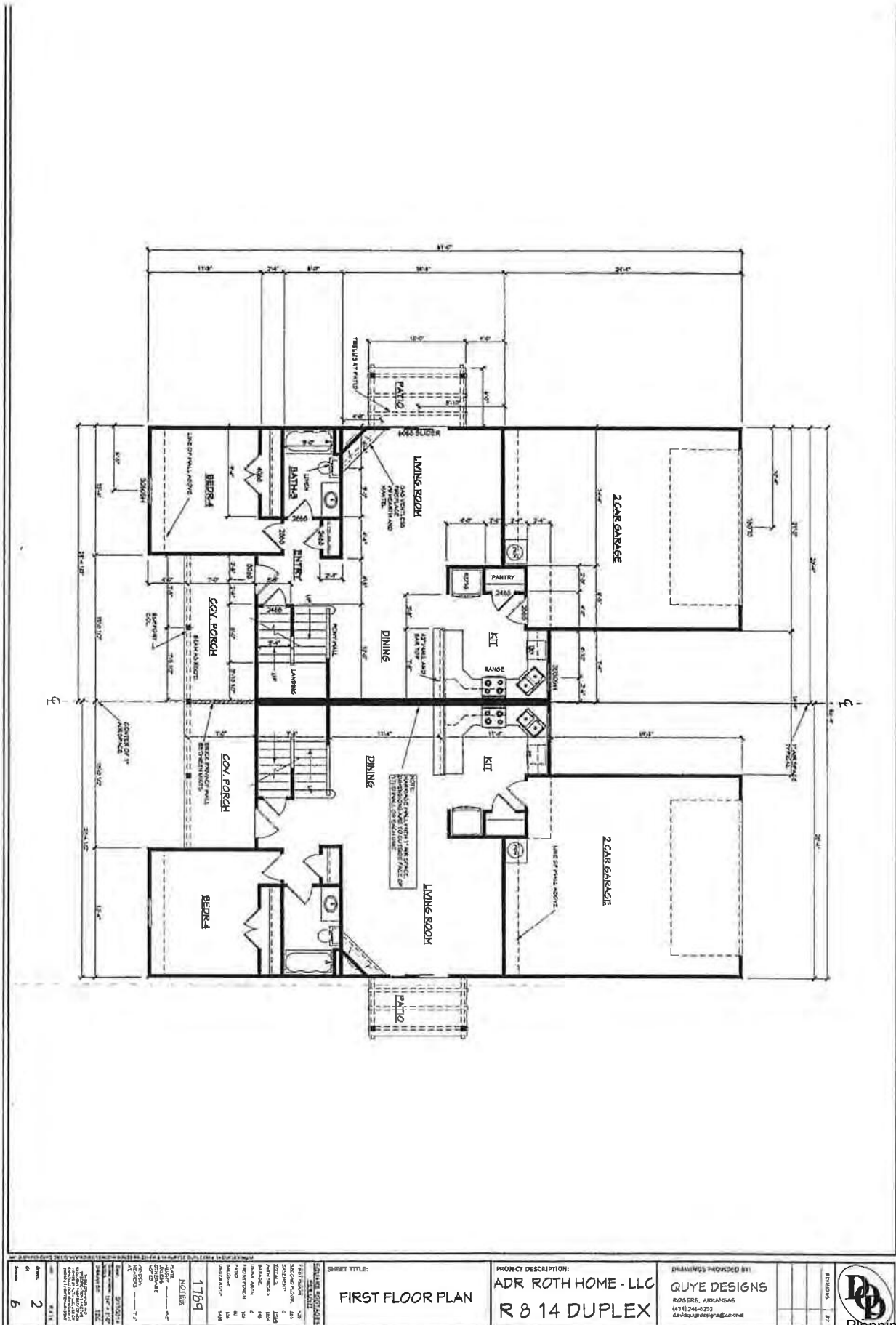
Sincerely,


Ted Belden, Ruppel POA President

lot 151 - 589-591 wordsworth

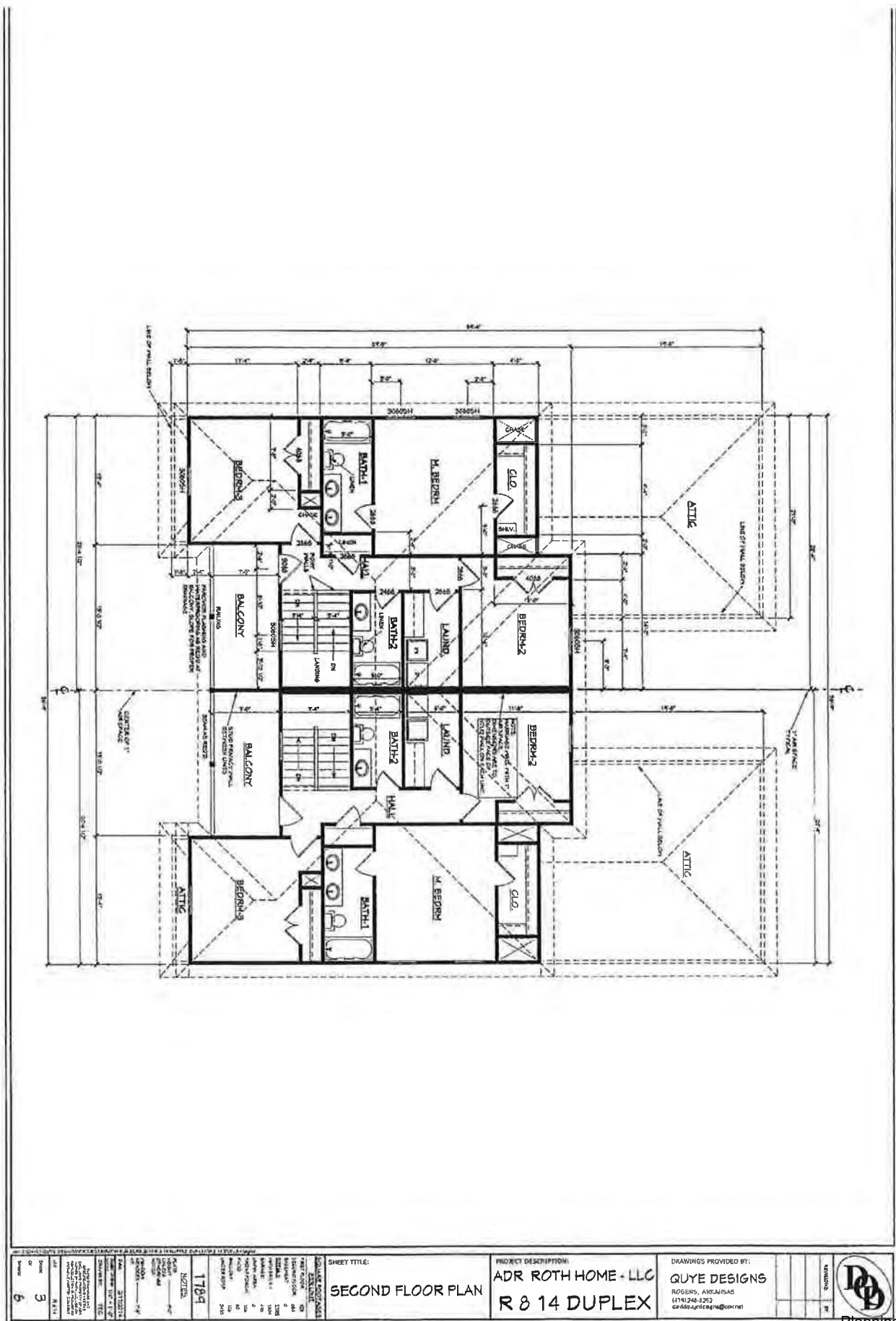


PROJECT NO.: SHEET NO.: DATE:	SHEET TITLE: ELEVATIONS	PROJECT DESCRIPTION: ADR ROTH HOME - LLC R 8 14 DUPLEX	DRAWINGS PROVIDED BY: QUYE DESIGNS ROSEBUD, ARKANSAS (417) 240-4252 dms@quyedesigns.com
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DATE: 7/27/2015 DRAWN BY: [Signature] CHECKED BY: [Signature] PROJECT: ADR ROTH HOME - LLC SHEET: 1 OF 1	PROJECT DESCRIPTION: ADR ROTH HOME - LLC R 8 14 DUPLEX	DESIGNED BY: GUYE DESIGNS ROSS, ARKANSAS (501) 244-2252 carolaguyedesigns@gmail.com	DRIVING DISTANCE: 7,800 FEET 1.0 MILE 1.6 KILOMETER	DRIVING DISTANCE: 7,800 FEET 1.0 MILE 1.6 KILOMETER
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58499

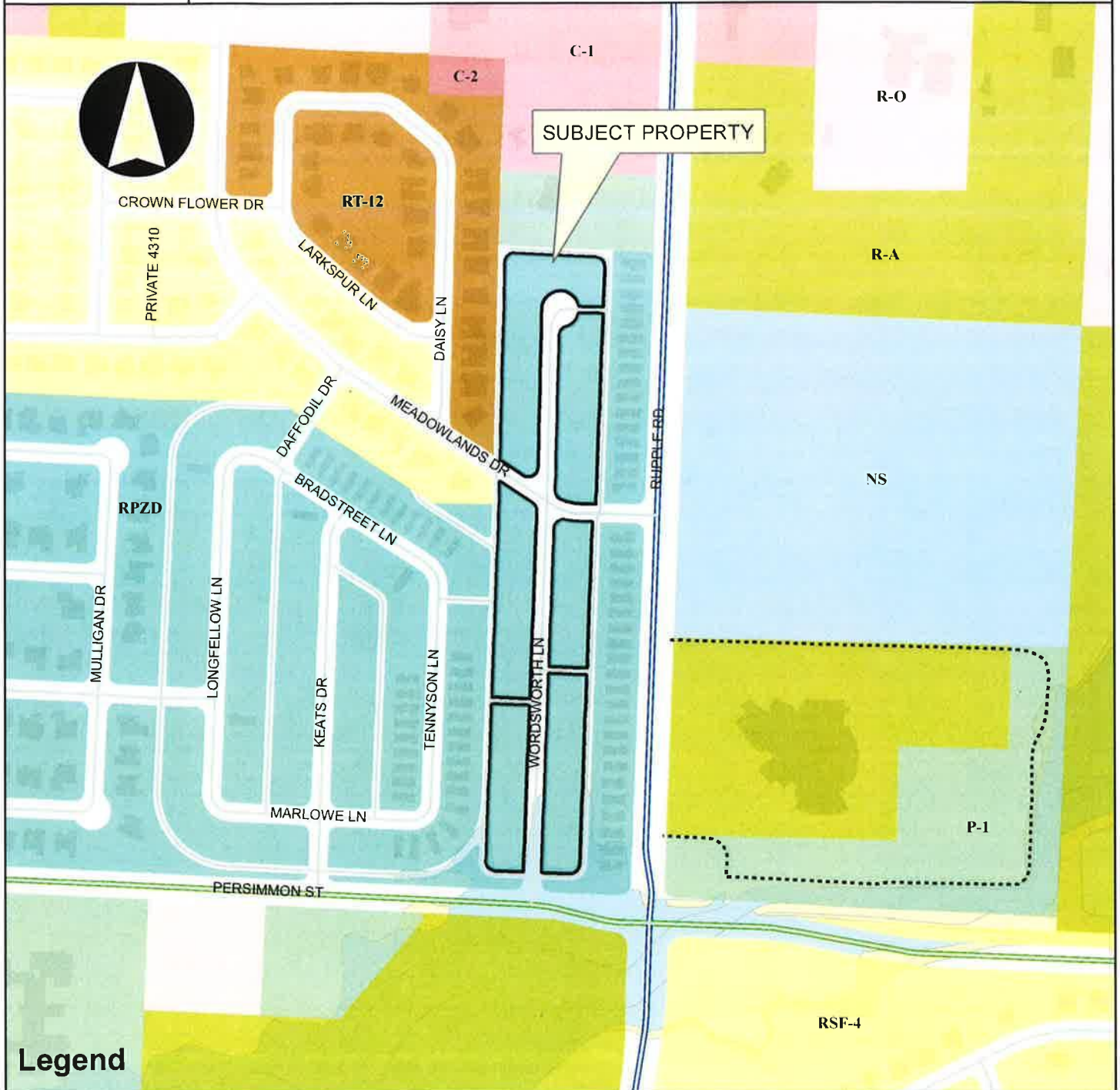


58499

ADM15-5135

RUPPLE ROW PZD AMENDMENT

Close Up View



Legend

- Shared-Use Paved Trail
- Neighborhood/Park Trail
- Natural Surface Trail
- ADM15-5135
- Footprints 2010
- Design Overlay District



ADM15-5135

Current Land Use

RUPPLE ROW PZD AMENDMENT



Legend

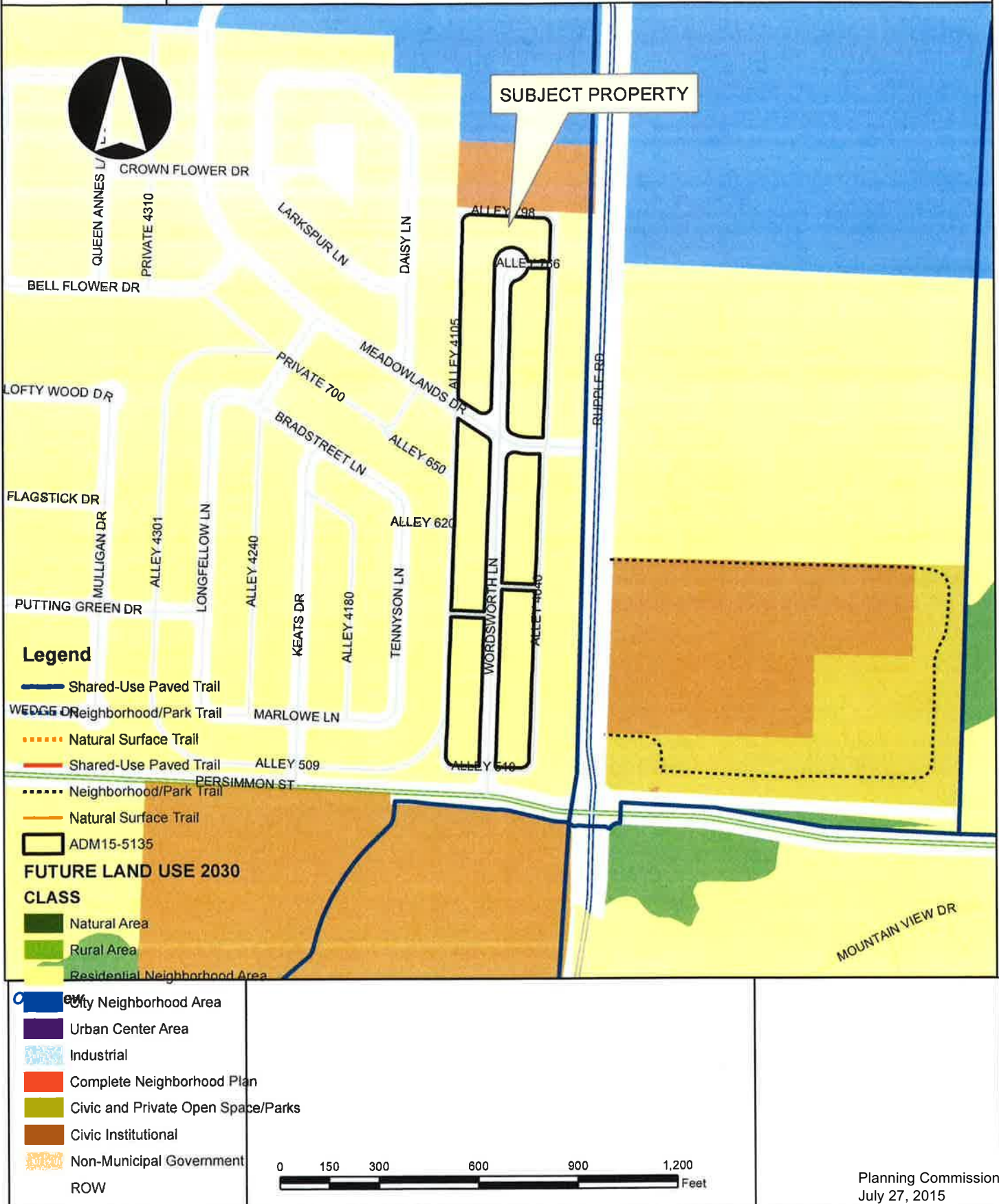
- Overview**
- Shared-Use Paved Trail
 - Neighborhood/Park Trail
 - Natural Surface Trail
 - ADM15-5135
 - Footprints 2010
 - Design Overlay District

0 100 200 400 600 800 Feet

ADM15-5135

RUPPLE ROW PZD AMENDMENT

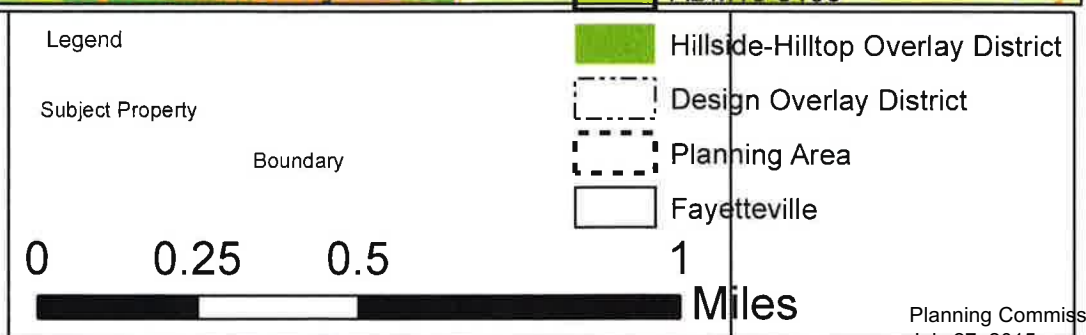
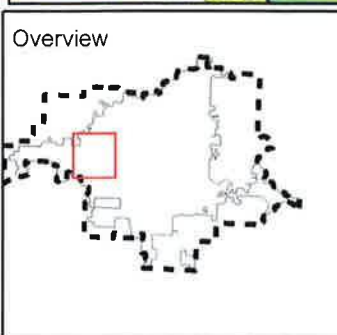
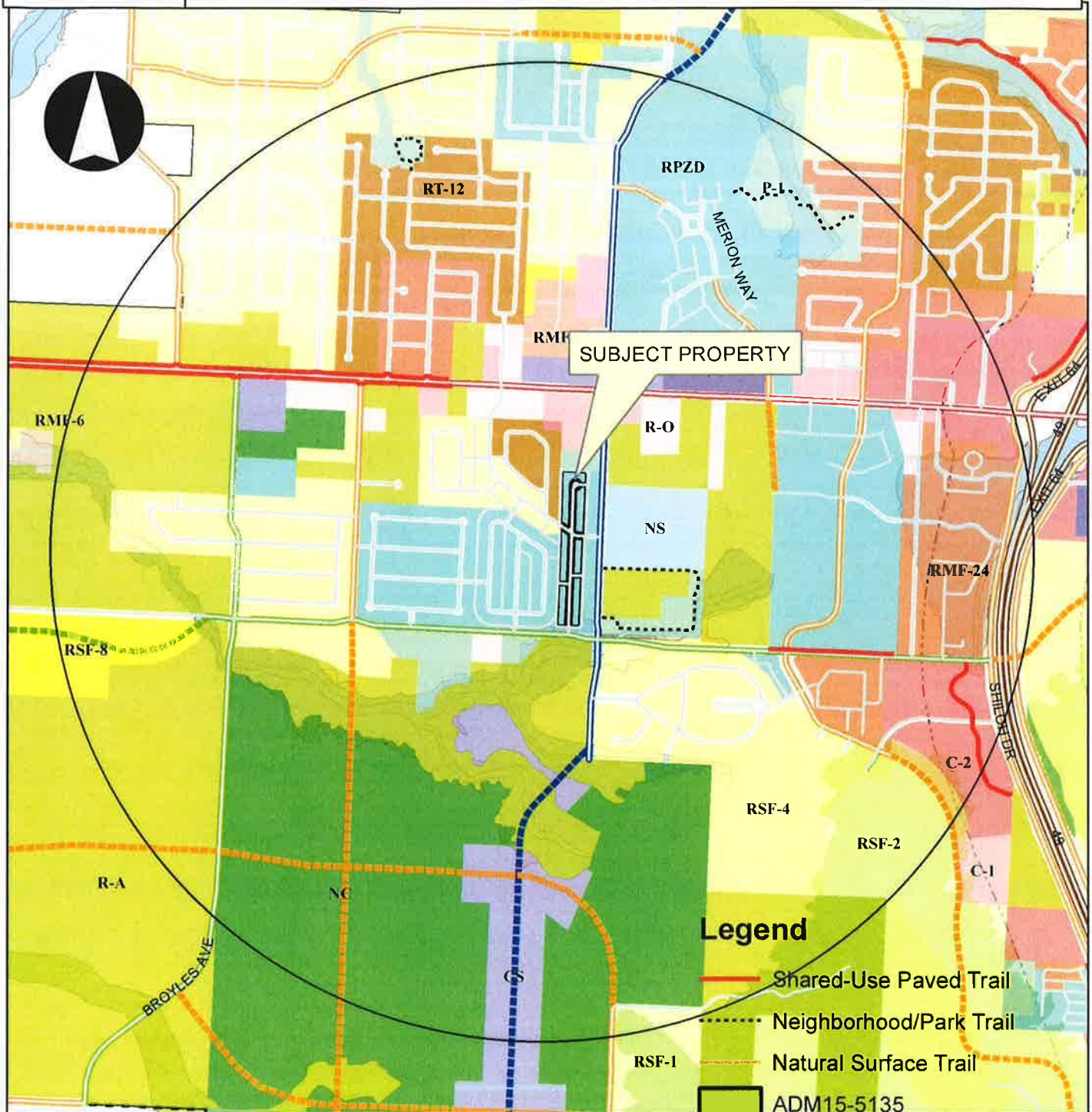
Future Land Use



ADM15-5135

RUPPLE ROW PZD AMENDMENT

One Mile View



Fwd: Ruppel Row

Rob Kimbel <rob.kimbel@kimbelmechanical.com>

Mon, Jul 27, 2015 at 12:54 PM

Begin forwarded message:

From: gene dresel <gdresel@sbcglobal.net>
Date: July 27, 2015 at 12:50:58 PM CDT
To: Rob Kimbel <rob.kimbel@kimbelmechanical.com>
Subject: Ruppel Row
Reply-To: gene dresel <gdresel@sbcglobal.net>

Rob,

Please let this email serve as a reminder of our conversation during our initial meeting regarding the construction of the four bedroom townhouses in the Ruppel Row Subdivision.

In 2012 I was serving the Ruppel Row POA as a board member and the Chairman of the Architectural Review Committee.

In April of 2012 the Ruppel Row Architectural Review Committee met with Rob Kimbel at my previous house at 4149 Bradstreet Ln in Fayetteville AR. The purpose of the meeting was to discuss the upcoming construction and review the plans for the townhouses in the Ruppel Row Subdivision. During the course of this meeting it was discussed that Rob's intention was to lease the townhouses to four students per unit. Rob's understanding of the zoning criteria was that the single family residences in the neighborhood were limited to 3 unrelated people where the multifamily residences allowed for 4.

Over the course of time Rob submitted a number of different plan types. It was always understood by the ARC/POA that Rob intended to have four students residing in each unit.

Feel free to contact me at anytime to discuss.

Thank you



THE CITY OF FAYETTEVILLE, ARKANSAS

SC Meeting of September 01, 2005

PLANNING DIVISION CORRESPONDENCE

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

TO: Subdivision Committee Members
FROM: Jeremy Pate, Director of Current Planning
Brent O'Neal, Staff Engineer
DATE: August 30, 2005

FPL 05-1547: Final Plat (RUPPLE ROW R-PZD, 439): Submitted by DAVE JORGENSEN for property located at W OF RUPPLE RD., N OF PERSIMMON PL. The property is zoned R-PZD, RESIDENT. PLANNED ZONING DIST. and contains approximately 41.70 acres. The request is to approve the final plat of a Residential Planned Zoning District.

Property Owner: NOCK INVESTMENTS

Planner: JEREMY PATE

Findings:

Proposal: The applicant is requesting final plat approval of Ruppel Row Subdivision located at the northwest corner of Persimmon Place and Ruppel Road. The proposed use of the site is for a "neo-traditional" development consisting of 182 single-family residential dwelling units and 78 two-family residential units, for a total of 260 dwelling units. The proposed density for the R-PZD is **6.24 DU/acre**. In June of 2004, the City Council approved R-PZD 04-06.00 for development of Ruppel Row Subdivision. This approval constituted a rezoning and preliminary plat approval to construct necessary infrastructure. A final inspection has occurred, and necessary infrastructure has been installed or will be guaranteed, pursuant to city ordinances. The subdivision contains 182 single family lots and 78 two-family lots.

Existing Development: The site is located in west Fayetteville across from the Boys and Girls Club on Ruppel Road. Meadowlands Subdivision Phases I & II lie to the northwest, to the west is Cross Keys Subdivision, to the south the Fayetteville School District is construction a new elementary/middle school, and to the north is Fire Station #7.

Surrounding Land Use/Zoning:

Direction	Land Use	Zoning
North	Meadowlands S/D (duplex, SF) , Fire Station #7	RSF-4, Single Family Res. 4 DU/Acre RT-12, Res. 2 & 3 Family, 12 DU/Acre R-A, Residential Agricultural
South	Fayetteville School	RSF-4
East	Boys & Girls Club, vacant property	RMF-24, Res. Multi-family, 24 DU/Acre, R-A, Residential Agricultural
West	Cross Keys Subdivision PZD	R-PZD

Water & Sewer: Water and sewer has been extended to serve the development.

Request: The applicant requests final plat approval for a residential subdivision within a unique R-PZD zoning district to allow for the recording of the plat, sale of lots and construction of homes.

ZONING CRITERIA: R-PZD Ruppel Row

(A) *Proposed Uses.*

LOTS	USE UNIT	ALLOWABLE USES
Lots 1-226	Unit 1	City-wide uses by right
Lots 1-226	Unit 2	City-wide uses by conditional use
Lots 1-144	Unit 8	Single-family dwelling
Lots 145-183	Unit 9	Two-family dwelling
Lots 164-165	Unit 10	Three-family dwelling
Lots 1-221	Unit 24	Home Occupations

All other uses allowed within the R-PZD zoning district shall not be permitted.

(B) *Density.*

Units for entire Subdivision	Number of Acres	Units Per Acre
260	41.70	6.24

(C) *Bulk and area regulations.*

	All lots
Lot minimum width	37 feet minimum per dwelling/lot; lot width on curves and cul-de-sacs measured as required by code.
Lot area minimum	3,700 SF minimum per dwelling/lot
Land area per dwelling unit	Varies. Only one dwelling unit per lot permitted, with exception of lots 164-165.

** The typical lot size for lots ranges from approximately 40-45 feet wide x 110-120 feet deep. The designated three family lots are proposed to be approximately 70 feet wide by 100 feet deep.*

(D) *Setback requirements.*

Front Building Setback: 5'

Rear Building Setback: 20'

Side Building Setback: 0'. *All detached units shall have a minimum 16-foot separation. Attached units may have a 0-foot setback on its common wall, but shall maintain a 16-foot separation from adjacent units.*

(E) *Height.* None.

(F) *Building area.* On any lot the area occupied by all buildings shall not exceed 70% of the total area of such lot. The range of home sizes shall be from 1600 SF to 2200 SF, as noted in the associated covenants.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

SC Meeting of January 29, 2004

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Subdivision Committee Members
FROM: Suzanne Morgan, Associate Planner
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: January 28, 2004

R-PZD 04-02.00: Residential Planned Zoning District (Cross Keys, pp 438) was submitted by Chris Brackett of Jorgensen & Associates on behalf of Charles Sloan and Sloan Properties for property located south of Wedington Drive at the corner of N. 46th and Persimmon Street. The property is currently zoned R-A, Residential Agricultural and contains approximately 38.48 acres. The request is to rezone the subject property to a Residential Planned Zoning District to allow for the development of a residential subdivision with 108 single family dwellings proposed. Planner: Suzanne Morgan

Findings:

Proposal: The applicant requests a rezoning and preliminary plat approval for a residential development within an R-PZD zoning district. **The proposed use is single-family residential, with 108 lots proposed.** A detention pond is to be located off-site to the south, on property also owned by the applicant. Density for the entire site is 2.81 units per acre. The development is currently zoned R-A, Residential Agricultural. The site is located on the northeast corner of the intersection of Persimmon Street and 46th Street. The applicant has proposed to erect a fence along these two rights-of-way. The preliminary plat for Persimmon Place Subdivision, located west of 46th St., was approved with a condition that a privacy fence six feet in height be constructed as required in the Bill of Assurance filed when this property was rezoned. This item must be heard at City Council pursuant to the requirements for a PZD.

Background: This item was approved at the Subdivision Committee meeting on December 30, 2003. It was tabled to Subdivision Committee at the January 12, 2004 Planning Commission meeting due to lack of proper notification from the developer prior to the Subdivision Committee and Planning Commission meetings.

Surrounding Land Use / Zoning:

Direction	Land Use	Zoning
North	Single family residential	RSF-4, Residential Single-family – 4 units per acre R-A, Residential Agricultural
South	One single-family home	Planning Area

East	Vacant	RSF-4, Residential Single-family – 4 units per acre
West	Vacant (Persimmon Place PPL is under construction)	RSF-4, Residential Single-family – 4 units per acre

Right-of-way being dedicated: 50' for all interior rights-of-way, 70' along Persimmon St., and 50' along 46th St.

Connectivity: Connectivity from this proposed residential subdivision is being provided west to 46th Street, south to Persimmon St., and east to a vacant tract of land for connectivity to future development.

Street Improvements: Construction of Persimmon Street along southern property line and a recommendation from Engineering Division to cost share for the developer to overlay the entire width of 46th Street for the length of the project.

Adjacent Master Street Plan Streets:

North: Wedington Drive (principal arterial) approximately ½ mile north
South: Persimmon Street (collector) planned for construction with this development
East: 46th Street (local street)
West: 54th Ave. (collector) is approximately ¾ mile west

Tree Preservation: Existing canopy: 0.13 %
Preserved canopy: 0.08 %
Mitigation: \$1,050 payment into the City's Tree Escrow Account prior to final plat approval.

Recommendation: Forward to the full Planning Commission with the following conditions:

Conditions of Approval:

1. Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district for R-PZD 04-02.00 with all conditions of approval as determined by the Planning Commission.
2. An ordinance creating this R-PZD shall be approved by City Council.
3. A Final Plat is required to legalize the lot configuration, filed pursuant to City of Fayetteville requirements.
4. Interior street names shall be approved by the City 9-1-1 Coordinator.
5. Planning Commission determination of appropriate fence material, if desired, and appropriate timing for installation. *Cannot encroach upon ROW or easement.*
6. Planning Commission determination of street improvements. *Staff recommends 14' from the centerline of 46th Street including curb, gutter, and storm sewer.*

EXHIBIT B
SUBDIVISION DESIGN CRITERIA

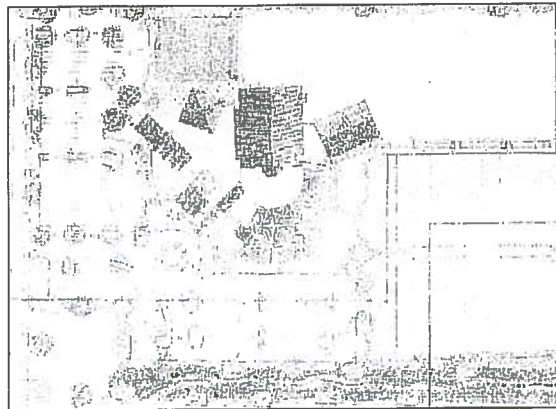
The Ruppel Row neighborhood is designed to enhance the quality of life of those who will call it home. A neo-traditional neighborhood such as Ruppel Row is a unique design approach that takes its inspiration from the "township" planning model that prevailed in the United States early in the Twentieth Century. Key components of neo-traditional neighborhoods include land development in a more compact and human scale, with homes clustered within walking distance of parks, recreation facilities, schools and a central meeting place.

Although the following information discusses neo-traditional developments in general the developer reserves the right define and refine the intent and execution of any planning and design.

Design Elements of Neo-traditional/new Urbanist developments include:

Limited Size: A village or neighborhood is limited to a ¼ mile radius (up to 200 acres), or a five minute walk from the center to a clearly defined edge.

Convenience to Services: The inclusion of recreational and commercial activity near residential areas brings services and attractions within walking distance for all ages and social groups.



Mixed Uses: A variety of housing types is a standard element, including single family, duplex, townhouses, and apartments.

Erosion. (Stormwater Management, Drainage and Erosion Control) The removal of soil particles by the action of water, wind, ice or other geological agents.

Evergreen. (Physical Alteration of Land) A plant that retains leaves or needles year-round.

Excavation. (Physical Alteration of Land) The mechanical removal of earth material from water or land.

F

FAA. (Airport Zone) The Federal Aviation Administration.

Facilities emitting odors. (Zoning regulations) Any function that involves a process which emits or has the potential for emitting odor.

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

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

Family. (Zoning) In R-A, Neighborhood Conservation and all single family districts including single family Planned Zoning Districts, a "family" is no more than three (3) persons unless all are related and occupy the dwelling as a single housekeeping unit. In all other zoning districts where residential uses are permitted, a "family" is no more than four (4) persons unless all are related and occupy the dwelling as a single housekeeping unit with the exception that the City Council may permit a definition of "family" as no more than five (5) persons unless all are related and occupy the dwelling as a single housekeeping unit in a specific Planned Zoning District with proper safeguards for the surrounding neighborhood such as applying the parking requirements of §172.11 (even though this is a multifamily PZD), requiring that each five person unit must be placed within a freestanding structure of not more than two stories and be buffered from other residential districts outside the Planned Zoning District. The City Council shall consider whether an applicant's PZD with one or more five unrelated person structures would cause unreasonable traffic into an adjoining residential neighborhood before approving any such PZD. Persons are "related" for purposes of this definition if they are related by blood, marriage, adoption, guardianship, or other duly-authorized custodial relationship. The definition of "family" does not include fraternities, sororities, clubs or institutional groups.

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

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

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

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

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

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

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

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

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

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

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

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

ZONING CRITERIA: R-PZD RUPPLE ROW

PROPOSED USES

Applicant's Presentation

July 27, 2015 Planning Commission

Page 8 of 12 Tentative Agenda

(A)

LOTS	USE UNIT	ALLOWABLE USES
1 - 226	UNIT 1	CITY-WIDE USES BY RIGHT
1 - 226	UNIT 2	CITY-WIDE USES BY CONDITIONAL USE
1 - 144	UNIT 8	SINGLE-FAMILY DWELLING
145 - 183	UNIT 9	TWO-FAMILY DWELLING
164 - 165	UNIT 10	THREE-FAMILY DWELLING
1 - 221	UNIT 24	HOME OCCUPATIONS

ALL OTHER USES ALLOWED WITHIN THE R-PZD ZONING DISTRICT SHALL NOT BE PERMITTED.

CERTIFICATE OF APPROVAL OF WATER & SEWER SYSTEM:

I HEREBY CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND SEWAGE COLLECTION SYSTEM INSTALLED IN THE SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE ARKANSAS STATE BOARD OF HEALTH AND THE CITY OF FAYETTEVILLE.

1/9/06
DATE

Kathie Ellis
CITY ENGINEER

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE:

I HEREBY CERTIFY THAT THE STREET AND DRAINAGE SYSTEMS INSTALLED IN THIS SUBDIVISION FULLY MEET REQUIREMENTS OF THE CITY OF FAYETTEVILLE.

1/9/06
DATE

Bob S. R...
CITY ENGINEER

CERTIFICATE OF APPROVAL OF PARK LAND DEDICATION OR MONEY IN-LIEU:

I HEREBY CERTIFY THAT THIS FINAL PLAT COMPLIES WITH SECTION 159.30(K) WITH THE OWNER(S) DEDICATION OF _____ ACRES OR PAYING IN-LIEU \$ 8,378.75

WARRANTY DEED FOR PARK LAND RECORDED AS FOLLOWS:

BOOK #: _____ PAGE #: _____

01/6/06
DATE

Matt Mithelme
"PARKS & RECREATION DIRECTOR" PARK PLANNER

CERTIFICATE OF APPROVAL OF BUILDING SET-BACK DIMENSIONS:

I HEREBY CERTIFY THAT ALL BUILDING SETBACK DIMENSIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE CURRENT SETBACK REQUIREMENTS.

01.10.06
DATE

James L...
ZONING & DEVELOPMENT ADMINISTRATOR

CERTIFICATE OF APPROVAL FOR RECORDING:

THIS PLAT WAS APPROVED BY THE FAYETTEVILLE PLANNING COMMISSION AT A MEETING HELD Sept 01, 2005

1-9-05
DATE

Mary...
SECRETARY

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE, ARKANSAS.

8/3/05
DATE

David...
REGISTERED LAND SURVEYOR / PROFESSIONAL LAND SURVEYOR

CERTIFICATE OF APPROVAL OF TREE PROTECTION & PRESERVATION:

I HEREBY CERTIFY THAT THIS PLAT HAS COMPLIED WITH THE REQUIREMENTS OF THE TREE PROTECTION AND PRESERVATION ORDINANCE OF THE CITY OF FAYETTEVILLE CODE.

1/9/06
DATE

Sarah K. Patterson
LANDSCAPE ADMINISTRATOR

CERTIFICATE OF OWNERSHIP & DEDICATION:

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC OWNERSHIP, ALL STREETS AND ALLEYS AS SHOWN ON THIS PLAT FOR PUBLIC BENEFIT AS PRESCRIBED BY LAW. THE OWNERS ALSO DEDICATE TO THE CITY OF FAYETTEVILLE AND TO THE PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF EGRESS AND ACCESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

10/7/05
DATE

John...
OWNER

Mary...
OWNER

CERTIFICATE OF APPROVAL OF UTILITY EASEMENTS:

WE HEREBY CERTIFY THAT ALL UTILITY EASEMENTS, INCLUDING CABLE TELEVISION EASEMENTS, PLATTED IN THIS SUBDIVISION ARE SHOWN AS REQUESTED AND WERE APPROVED BY THE UNDERSIGNED UTILITIES OF THE CITY OF FAYETTEVILLE, ARKANSAS.

8/31/05
DATE

James D...
ELECTRIC

8/31/05
DATE

Johnny B...
GAS SERVICE

8/31/05
DATE

Susan K. B...
TELEPHONE

8/31/05
DATE

John...
CABLE TELEVISION

1/9/00
DATE

Bob S. R...
CITY OF FAYETTEVILLE

CERTIFICATE OF APPROVAL OF SIDEWALKS:

CONSTRUCTION OF ALL SIDEWALKS SHALL BE INSPECTED BY THE CITY SIDEWALK AND TRAILS COORDINATOR TO COMPLY WITH THE CITY SPECIFICATIONS. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND COMPLETION OF ALL SIDEWALKS SHOWN ON THIS FINAL PLAT.

1/9/06
DATE

Bob S. R...
CITY ENGINEER

SIDEWALK/DRIVEWAY NOTES:

1. Sidewalks shall be installed by individual lot owner as building permits are issued for each lot.
2. The sidewalk shall be continuous through driveways with a maximum of 2% cross slope and elevated 2" above top of curb.
3. All utility pedestals, manholes and risers shall be installed outside of the proposed sidewalk alignment.
4. All residential driveways shall have a maximum width of 24' measured at the right-of-way line.
5. Driveway approaches shall be constructed of Portland Cement Concrete with a broom finish. Textured, stamped or exposed aggregate concrete is not allowed within the street right of way.
6. All retaining walls shall be set back a minimum of 2 feet from the right of way or sidewalk. All retaining wall construction shall be on the building permit and have the approval of the city Engineer.
7. New sidewalks, driveway approaches, or access ramps constructed in the right of way shall meet Unified Development Ordinance Section 171.13 (a.k.a. Ord. # 4005). An inspection is required prior to the concrete pour.
8. Access ramps shall be installed as per this plat.
9. A 24 inch wide strip of detectable warning (truncated domes) should be installed at the bottom of a curb ramp to indicate the transition from the sidewalk to the street.
10. Full depth expansion joints are required at intervals of 50 feet or less. Saw joints or tool joints (1 inch depth) are required at regular intervals not greater than 10 feet.



Doc ID: 009535010001 Type: REL
Recorded: 01/10/2006 at 04:06:50 PM
Fee Amt: Page 1 of 1
Washington County, AR
Bette Stamps Circuit Clerk

File 023A-00000196

	JORGENSEN & ASSOCIATES CIVIL ENGINEERS • SURVEYORS	SCALE: 1"=100'	DATE REVISED: 30AUG05	CHECKED BY: CBB	DRAWN BY: BJR
		DATE: 12AUG05	30AUG05		
RUPPLE ROW SUBDIVISION		1		1	
FINAL PLAT					

124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 479-444-3472

TO: Jeremy Pate, Director of Planning

FROM: Matt Mihalevich, Park Planner

DATE: August 30, 2005

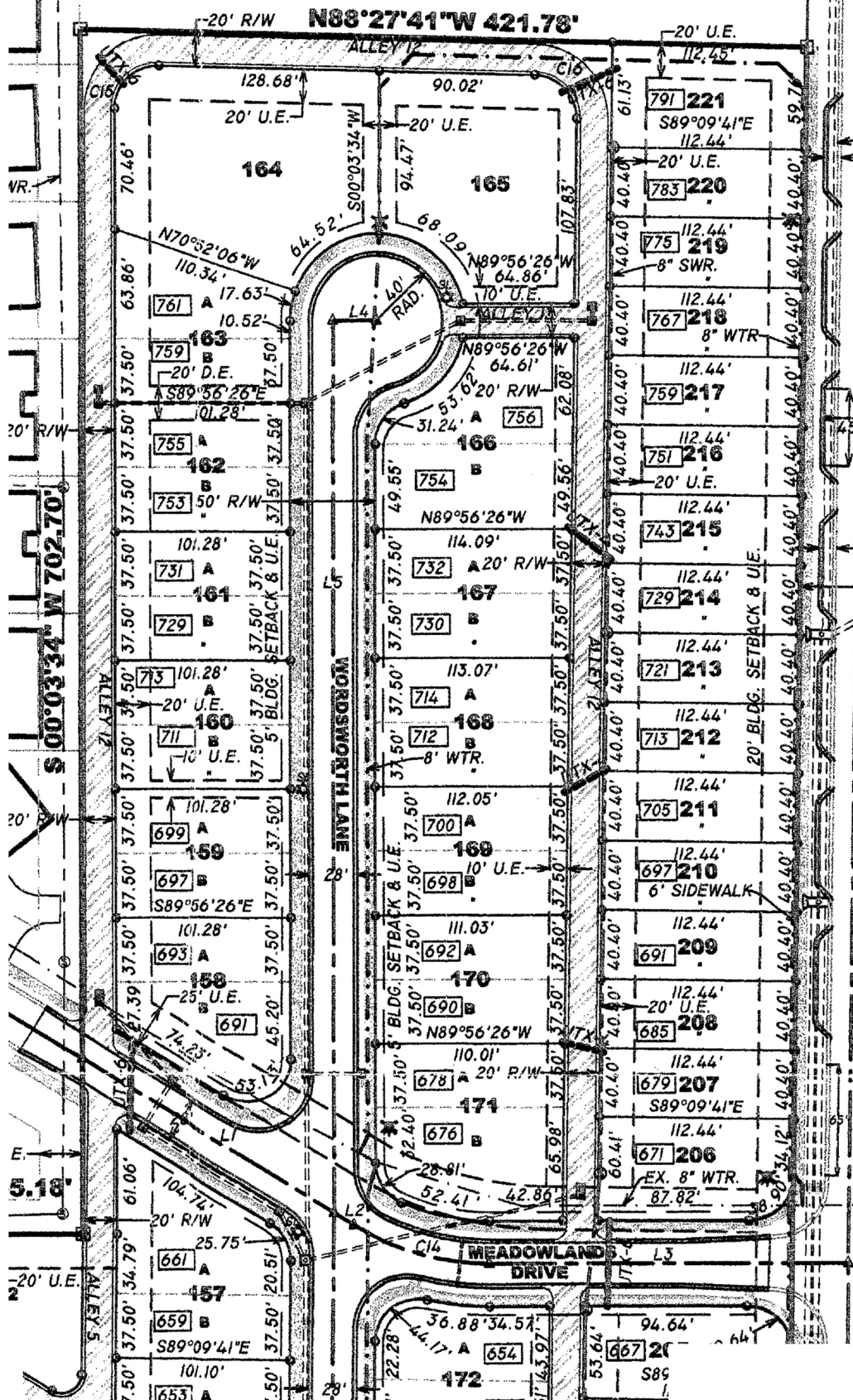
SUBJECT: Parks & Recreation Subdivision Committee Comments

Meeting Date: September 1, 2005
Item: FPL 05-1547 Ruppel Row, pp 439
Park District: SW
Zoned: R-PZD
Billing Name & Address: Nock Investments, LLC One East Center Street #301 Fay, AR 72701

<u>Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family 182 @ .024 acre per unit = 4.368 acres	@ \$555 per unit = \$
Multi Family 80 @ .017 acre per unit = 1.36 acres	@ \$393 per unit = \$
Mobile Home @ .024 acre per unit = acres	@ \$555 per unit = \$
Lot Split	@ \$555 per unit = \$
Total = 5.728 acres	
-5.37 previously dedicated	
.358 acres x 23,125 = \$8,278.75	

COMMENTS:

- In October 2001, the developer banked 5.37 acres toward future development in the SE quadrant. This banked land was used to locate the Boys and Girls club and Dale Clark Park.
- Ruppel Row includes 182 Single Family units, 74 multi family duplex units and 6 multifamily triplex units. Based on these unit numbers, the Park Land Ordinance requires a total 5.728 acres. After subtracting the 5.37 acres already dedicated, .358 acres remains. Using the current cost per acre of \$23,125 for .358 acres leaves parks fees in the amount of \$8,278.75.
- Fees are due before signing of final plat.

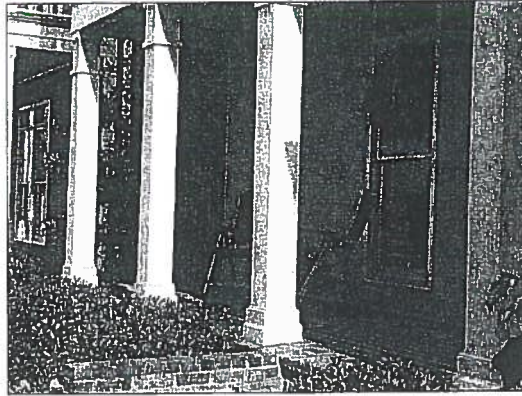


Doc ID: 009535010001 Type: REL
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 Fee Amt: Page 1 of 1
 Washington County, AR
 Bette Stamps Circuit Clerk
 File 023A-00000196

JORGENSEN & ASSOCIATES
 CIVIL ENGINEERS • SURVEYORS
 124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 412-9127 • FAX (479) 582-4807

SCALE: 1"=100'	DATE REVISED	CHECKED BY:	DRAWN BY: BJR
DATE: 12AUG05	30AUG05	CBB	
RUPPLE ROW SUBDIVISION			
FINAL PLAT			
1			

Porches: Create spaces for a sociable transition from the public street to the private home and provide shelter and shade.



Building Types: Designed for adaptation from one use to another, as the market dictates, emphasizing local historical style.



New Urbanist subdivisions usually feature narrower lots that range from 16 to 40 feet in width. Row houses (horizontally attached townhomes) may be constructed on adjacent individual lots, as may narrow single family detached homes. Consequently, most neighborhoods will feature a wider variety of house sizes, densities and affordabilities than standard subdivisions. In most cases, garages for homes in Neo-traditional developments are located on the back of the house and accessed via an alley. The result is that street scenes feature porches, windows and front yards rather than garages and driveways.

Notwithstanding the foregoing, each Single Family Residence must have constructed adjacent to it and imbedded in its front yard fencing an approved pergolas in substantially that form that is more fully illustrated and described on EXHIBIT D, attached hereto.

Section 8.13 Antennas and Other Projections. No television, radio, citizen's band, short wave or other antenna, satellite dish, flag pole, solar panel, clothes line, pole (exclusive of permitted basketball goals for Single Family Residences only) or other unsightly projection shall be visible from the exterior of any Single Family Residence, including any such item attached thereto or located in a yard or the Common Area. The Architectural Review Committee may, in its sole discretion, approve satellite dishes which are twenty inches (20") or less in diameter or otherwise in size attached to a Single Family Residence permitted by applicable laws and regulations subject to all conditions which the Architectural Review Committee attaches to such approval, including the location and applicable screening of the satellite dish, which conditions shall comply with all applicable laws and regulations. To the extent that this restriction may be inconsistent with the regulations of the Federal Communications Commission (the "FCC"), as amended from time to time, this restriction shall be deemed modified to the extent necessary to comply with such FCC regulations and still provide such limitations as are consistent with the intent of this restriction.

Section 8.14 Holiday Decorations. Christmas and other holiday lights and decorations may be displayed on the exterior of a Single Family Residence on any Lot only during the period beginning forty-five (45) days prior to and ending twenty-one (21) days after such holiday and they must be removed at the expiration of such period. The method and means of installation of such lights and decorations shall be only as established or permitted by the Architectural Review Committee.

Section 8.15 Storage Tanks. No tank for storage of oil, propane, liquefied gas or other product may be maintained in or adjacent to any Single Family Residence, garage or on any Lot, whether above or below the surface of the ground.

Section 8.16 Refuse. No trash, ashes or other refuse may be thrown, dumped, stored or burned on any Lot, the Common Area, except during construction of a Single Family Residence or any addition thereto or remodeling thereof. The storage or burning of trash, garbage, old appliances, junk or other refuse is prohibited on the Property outside of a Single Family Residence, except such items may be set out for collection after 6:00 p.m. on the day before the scheduled collection day. If there is an alley in the rear of a Single Family Residence, such items set out for collection shall be placed along such alley.

Section 8.17 Signs; Advertising. Except as provided below, no signs, billboards or advertising structures of any kind may be placed on any Lot or in or on any Single Family Residence or be visible from the interior of any Single Family Residence or building on the Lot. Signs advertising the lease or sale of an individual Lot, which do not exceed five (5) square feet in size, may be erected or placed on the Lot being sold or leased. The Developer may erect or place "bill board" type signs related to the Subdivision on any Lot owned by it or on any Common Area.

Section 8.18 Nuisances. No activity shall be carried on in, on or from any Lot, Single Family Residence which is noxious or offensive or an annoyance or nuisance to the neighborhood.

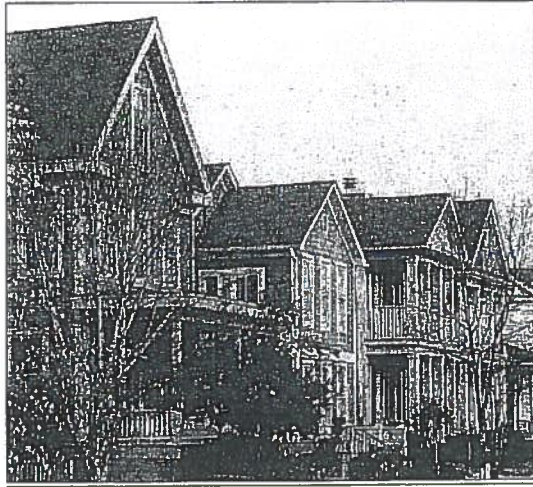
PARKING DISTRIBUTION - RUPPLE ROW PZD

Applicant's Presentation
July 27, 2015 Planning Commission



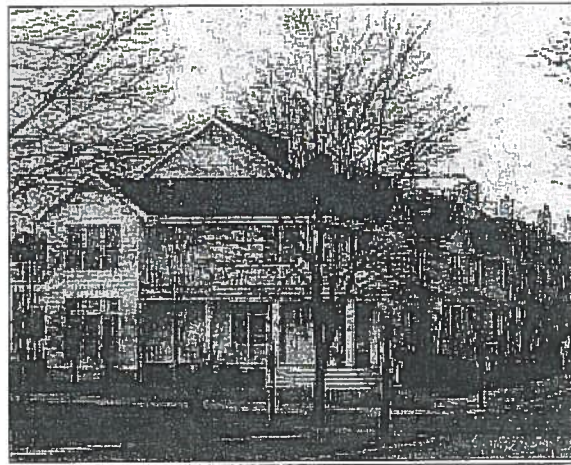
PARKING AT UNITS	356
ON STREET	75
MAX TENANTS	320
TOTAL AVAILBLE PARKING	431





On-Street Parking: Helps to slow down traffic, acts as a buffer between pedestrians and moving traffic, and increases opportunities for drivers to find convenient parking.

Shallow Setbacks: Placing buildings close to sidewalks creates a friendlier "outdoor room".



Alleys and Lanes: Give secondary access to property for deliveries: locating parking garages, utilities and garbage collection here preserves the beauty of the streetscape.

Street Network: A traditional grid or web pattern creates a more understandable system and more choices for travel routes, which is effective for pedestrians as well as the automobile.

Sidewalks and Pedestrian Paths: An emphasis on "walkability", or the needs of the pedestrian, makes destinations accessible to residents, including children and the elderly. New Urbanism separates sidewalks from the curb by a landscape strip of five to 10 feet in width. Within the landscape strip, street trees are planted that create a canopy of shade over the sidewalk and often even over the road itself. Curbside parking in a project is used as a means of further buffering pedestrians from passing traffic. The result is that people find the experience of walking in these environments to be safer and more enjoyable.

July 10, 2015

To whom it may concern,

I am writing in my capacity as president of the Ruppel Row Property Owners Association regarding the duplex homes on Wordsworth Ln. that Mr. Kimbel has built and rented since 2013. To date, I am not aware of any major violations of the POA covenants or city code related city services, and to my knowledge, Mr. Kimbel's duplex homes have operated well within our established neighborhood covenants.

In more recent phases of building, Mr. Kimbel has been mindful to include extra space for tenant parking, which when coupled with the available on-street parking, has alleviated any potential parking issues. Moreover, Mr. Kimbel employs a rental manager to ensure that residents comply with neighborhood regulations. Our experience with Mr. Kimbel's management team has been nothing but positive and we have found them to be very responsive.

It is the opinion of the POA that Mr. Kimbel's properties have not only been a significant positive impact to the neighborhood, they have also strengthened our community. With his support, the POA has been able to pursue a number of important improvement projects, including the purchase and placement of new mailboxes and the installation of trees throughout the entire PZD. His investment in the neighborhood have also invigorated interest in the Ruppel Row PZD, and as such, we have been fortunate to see a number of new homes completed within the last two years.

From my perspective, as POA President, there is no question that Mr. Kimbel's properties should be allowed to continue to operate, as they have for some time, within the Ruppel Row PZD. Should you have further questions about Mr. Kimbel's properties or about the Ruppel Row POA, please do not hesitate to contact me.

Sincerely,


Ted Belden, Ruppel POA President



July 20, 2015

To whom it may concern,

As the Chief Professional Officer and a representative of the Boys and Girls Club of Fayetteville, we want to show our support for Spring Creek Rentals and specifically their partnership with our organization. The representatives from Spring Creek have taken strides to promote community well-being through their partnership with our organization as well as the community as a whole.

It is my understanding that there may be a concern over allowing four college students in each townhome. From our perspective, we have not noticed any negative effects of this arrangement. We are in support of allowing the Ruppel townhomes to operate in the same way they have for the last three years.

Regards,

A handwritten signature in blue ink that reads "E.J. Schuldt".

Eric Schuldt
Boys and Girls Club of Fayetteville



City of Fayetteville, Arkansas

Tentative Agenda
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 65 of 863

Text File

File Number: 2015-0355

Agenda Date: 8/18/2015

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 9

AMEND CHAPTERS 151 AND 163

AN ORDINANCE TO AMEND CHAPTERS 151 AND 163 OF THE UNIFIED DEVELOPMENT CODE TO MODIFY BED AND BREAKFAST DEFINITION AND USE CONDITIONS

WHEREAS, the City of Fayetteville receives few complaints regarding Bed and Breakfast facilities; and

WHEREAS, it is typical of Bed and Breakfast facilities to serve as a venue for events; and

WHEREAS, Bed and Breakfast facilities and services are reviewed for compatibility with surrounding neighborhoods by the Planning Commission at the time of Conditional Use Permit issuance.

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

Section 1. That Section 163.03(A) of the Unified Development Code is repealed in its entirety and replaced with the following language:

"§ 163.03 (A) *Term*

A conditional use permit for a bed and breakfast shall remain effective as long as the Planning Commission has not received (through the Planning Department) substantiated neighborhood complaints that would justify amendment or revocation of the conditional use permit."

Section 2. That § 163.03(E) is repealed and replaced with the following language:

"*Meals.* Only overnight and event guests of the bed and breakfast facility may be served meals."

Section 3. That § 163.03(F) is repealed and replaced with the following language:

"§ 163.03 (F) *Parties/receptions*

Parties, receptions and other appropriate events may be authorized by the Planning Commission as a part of the Conditional Use with appropriate limitations of the number of authorized events per month, number of attendees, days of the week, time periods, and other appropriate limitations to ensure compatibility with the neighborhood."

Section 4. That the definition of 'bed and breakfast facility' in Chapter 151: **Definitions** is repealed and replaced with the following language:

"Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and meals to overnight and event guests."

City of Fayetteville Staff Review Form

2015-0355

Legistar File ID

8/18/2015

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

7/31/2015

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5111 Administrative Item (UDC AMENDMENT CHAPTER 163.03: BED AND BREAKFAST FACILITIES AND CHAPTER 151: DEFINITIONS): Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 163.03 and 151. The proposal is to modify bed and breakfast facility definition and use conditions.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 18, 2015

TO: Mayor and City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: July 31, 2015

SUBJECT: **ADM 15-5111 Administrative Item (UDC AMENDMENT CHAPTER 163.03: BED AND BREAKFAST FACILITIES AND CHAPTER 151: DEFINITIONS):** Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 163.03. The proposal is to modify bed and breakfast facility definition and use conditions.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of an ordinance to modify bed and breakfast facility definition and use conditions.

BACKGROUND:

This amendment was tabled at the Planning Commission meeting of July 13, 2015 in order to allow staff to include suggestions made by Commissioners for bed and breakfast facilities to serve meals other than breakfast. Staff has included this recommendation in the proposed code changes.

The ordinance regulating bed and breakfast facilities in the City has been in place for more than twenty years. These types of facilities are defined in the Fayetteville Development Code as a *'permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast to paying customers'* and are classified as Use Unit 2 (UU-2), City Wide Uses by Conditional Use Permit (CUP). As such they are allowed only by CUP in all zoning districts.

Under section 163.03, staff proposes to modify the current bed and breakfast use conditions as shown with removals in strikeout and additions in highlight:

163.03 Bed And Breakfast Facilities

Bed and breakfast facilities shall be a ~~temporary~~ conditional use in all zoning districts subject to the following conditions:

~~(A) Term. A conditional use permit for a bed and breakfast facility shall be effective for one year. After approval of a conditional use~~

~~permit by the Planning Commission, the applicant must obtain a certificate of occupancy from the Planning Division and Building Safety Division before the facility begins operation. If no complaints regarding those times required to be considered by the Planning Commission prior to the issuance of a conditional use permit as described in §163.02 are received by the Planning Division from neighborhood residents, the Planning Division may issue a renewal certificate of occupancy annually, subject to the inspection requirements of subsection (G) below. If such complaints are received, the owner or operator of the bed and breakfast facility must apply to the Planning Commission for a new conditional use.~~

- (B) *Lot size.* ~~Where~~ When a new structure is constructed, the lot on which the bed and breakfast facility is located must comply with the minimum lot size for the zoning district in which the property is located.
- (C) *Parking.* One off-street parking space per guest room shall be required; provided, Planning Commission may allow the use of on-street the parking to meet this requirement upon a determination by the Planning Commission that traffic safety will not be impaired. The parking of motor vehicles may be stacked in a driveway with the owner of the bed and breakfast facility being responsible for the handling of ingress and egress.
- (D) *Length of stay.* The maximum length of stay of any one guest at a bed and breakfast facility shall be 14 days.
- (E) *Meals.* ~~The only meal which~~ Breakfast, lunch, and dinner may be served at a bed and breakfast facility ~~shall be breakfast.~~ Only guests of the bed and breakfast facility may be served breakfast meals.
- (F) *Parties/receptions.* ~~No parties or receptions shall be allowed at a bed and breakfast facility.~~ The Planning Commission may allow parties or receptions. Events may be limited as a condition of approval.

(G) *Inspection.* Before a conditional use permit is issued for a bed and breakfast facility, the building must be inspected by the fire inspector and/or building inspector to assure compliance with the Arkansas State Fire Code and to assure that no significant safety hazard exists. No conditional use permit shall be issued for a bed and breakfast facility if the building does not pass the inspection.

(Code 1991, §160.095; Ord. No. 4100, §2 (Ex. A), 6-16-98)

In Chapter 151, under the definition of 'Bed and Breakfast Facility' staff proposes to change the word 'breakfast' to 'meals', as shown below.

Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast meals to paying customers overnight and event guests.

Staff is not aware of any complaints about negative impacts from a bed and breakfast facility, nor has staff received requests for or provided the renewals required by ordinance.

DISCUSSION:

Staff feels that the existing ordinance is unnecessarily restrictive and that it discourages a small business type common in many cities. The provisions of the ordinance are redundant to the CUP process, and remove some of the judgment and flexibility that the CUP process, staff review, and ultimate Planning Commission decision are intended to provide.

Staff proposes to remove the annual renewal finding it unnecessary because any business operating under CUP must comply with all conditions as applied by the Planning Commission, including but not limited to hours of operation. Staff also proposes to remove the clause forbidding parties and receptions and service of meals other than breakfast. It is staff's opinion that parties or receptions should be evaluated within the typical CUP process and limited with conditions if necessary. If parties and receptions are a primary use of the facility it would also be classified as Use Unit 4, Cultural and Recreational Facilities, and could be approved by the Planning Commission as part of the overall CUP. Parties and receptions are commonly held at bed and breakfast facilities and the current restriction limits the viability of this type of business in Fayetteville.

If a business is found to be out of compliance with the conditions of the CUP, then that permit is subject to revocation.

On July 27, 2015 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:

None

Attachments:

- CC ordinance
- July 27, 2015 Planning Commission staff report.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~July 27, 2015~~ **UPDATED JULY 30, 2015**

SUBJECT: **ADM 15-5111 Administrative Item (UDC AMENDMENT CHAPTER 163.03: BED AND BREAKFAST FACILITIES AND CHAPTER 151: DEFINITIONS):** Submitted by CITY PLANNING STAFF for revisions to the Unified Development Code, Chapters 163.03. The proposal is to modify bed and breakfast facility definition and use conditions.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 15-5111** to the City Council with a recommendation for approval.

BACKGROUND:

This amendment was tabled at the Planning Commission meeting of July 13, 2015 in order to be able to allow staff to include suggestions made by Commissioners for bed and breakfast facilities to serve meals other than breakfast. Staff has included this recommendation in the proposed code changes.

The ordinance regulating bed and breakfast facilities in the City has been in place for more than twenty years. These types of facilities are defined in the Fayetteville Development Code as a *'permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast to paying customers'* and are classified as Use Unit 2 (UU-2), City Wide Uses by Conditional Use Permit (CUP). As such they are allowed only by CUP in all zoning districts.

Under section 163.04, staff proposes to modify the bed and breakfast use conditions as follows:

1. Every bed and breakfast facility is required to renew the CUP annually, and that the renewal may be granted by staff if there are no complaints from neighborhood residents about the operating hours of the business. If complaints are received, then the bed and breakfast operator must apply to the Planning Commission for a new CUP.
2. The ordinance forbids parties or receptions at bed and breakfast facilities.
3. The ordinance forbids meals be served other than breakfast.

In section 151, staff proposes to change the word 'breakfast' to 'meals', as shown below.

Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast meals to paying customers.

Staff is not aware of any complaints about negative impacts from a bed and breakfast facility, nor has staff received requests for or provided the renewals required by ordinance.

DISCUSSION: Staff feels that the existing ordinance is unnecessarily restrictive and that it discourages a small business type common in many cities. The provisions of the ordinance are redundant to the CUP process, and remove some of the judgment and flexibility that the CUP process, staff review, and ultimate Planning Commission decision are intended to provide.

Staff proposes to remove the annual renewal finding it unnecessary because any business operating under CUP must comply with all conditions as applied by the Planning Commission, including but not limited to hours of operation. Staff also proposes to remove the clause forbidding parties and receptions and service of meals other than breakfast. It is staff's opinion that parties or receptions should be evaluated within the typical CUP process and limited with conditions if necessary. If parties and receptions are a primary use of the facility it would also be classified as Use Unit 4, Cultural and Recreational Facilities, and could be approved by the Planning Commission as part of the overall CUP. Parties and receptions are commonly held at bed and breakfast facilities and the current restriction limits the viability of this type of business in Fayetteville.

If a business is found to be out of compliance with the conditions of the CUP, then that permit is subject to revocation.

PLANNING COMMISSION ACTION:	☐ Approved	☐ Denied	☒ Forward
<u>Date:</u> July 27, 2015			
<u>Motion:</u>	COOK	<u>Vote:</u>	8-0-0
<u>Second:</u>	HOFFMAN		
<u>Note:</u>	RECOMMEND APPROVAL AS PROPOSED BY STAFF		

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC Chapter 163.03 (Bed and Breakfast Facilities) and Chapter 151 (Definitions) are shown in strikeout-highlight.

PROPOSED UDC 163.03

163.03 Bed And Breakfast Facilities

Bed and breakfast facilities shall be a temporary conditional use in all zoning districts subject to the following conditions:

- (A) ~~Term.~~ A conditional use permit for a bed and breakfast facility shall be effective for one year. After approval of a conditional use permit by the Planning Commission, the applicant must obtain a certificate of occupancy from the Planning Division and Building Safety Division before the facility begins operation. If no complaints regarding these times required to be considered by the Planning Commission prior to the issuance of a conditional use permit as described in §163.02 are received by the Planning Division from neighborhood residents, the Planning Division may issue a renewal certificate of occupancy annually, subject to the inspection requirements of subsection (G) below. If such complaints are received, the owner or operator of the bed and breakfast facility must apply to the Planning Commission for a new conditional use.
- (B) *Lot size.* ~~Where~~ When a new structure is constructed, the lot on which the bed and breakfast facility is located must comply with the minimum lot size for the zoning district in which the property is located.
- (C) *Parking.* One off-street parking space per guest room shall be required; provided, Planning Commission may allow the use of on-street the parking to meet this requirement upon a determination by the Planning Commission that traffic safety will not be impaired. The parking of motor vehicles may be stacked in a driveway with the owner of the bed and breakfast facility being responsible for the handling of ingress and egress.
- (D) *Length of stay.* The maximum length of stay of any one guest at a bed and breakfast facility shall be 14 days.

PROPOSED UDC 163.03

- (E) *Meals.* ~~The only meal which~~ Breakfast, lunch, and dinner may be served at a bed and breakfast facility ~~shall be breakfast.~~ Only guests of the bed and breakfast facility may be served breakfast meals.
- (F) *Parties/receptions.* ~~No parties or receptions shall be allowed at a bed and breakfast facility.~~ The Planning Commission may allow parties or receptions. Events may be limited as a condition of approval.
- (G) *Inspection.* Before a conditional use permit is issued for a bed and breakfast facility, the building must be inspected by the fire inspector and/or building inspector to assure compliance with the Arkansas State Fire Code and to assure that no significant safety hazard exists. No conditional use permit shall be issued for a bed and breakfast facility if the building does not pass the inspection.

(Code 1991, §160.095; Ord. No. 4100, §2 (Ex. A), 6-16-98)

PROPOSED UDC CHAPTER 151

Bed and breakfast facility. (Zoning) A permanently owner occupied private home with a maximum of five guest rooms furnishing temporary lodging and breakfast meals to paying customers.

Agenda Session 8/11/15

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Tentative Agenda

Tuesday, August 11, 2015

4:30 PM

City Hall Room 326

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

✓ A. 1 2014-0509

APPROVAL OF THE AUGUST 4, 2015 CITY COUNCIL MEETING MINUTES.

✓ A. 2 2015-0298

BID NO. 15-37 DONELSON CONSTRUCTION CO., LLC

A RESOLUTION TO AWARD BID NO. 15-37 AND AUTHORIZE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF \$151,510.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF \$2.78 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,151.00

Attachments:

2015-0298 Agenda Packet Bid 15-37 Asphalt Microsurfacing

✓ A. 3 2015-0340

FAYETTEVILLE MUNICIPAL PARKING LOT 1

A RESOLUTION TO APPROVE LEASE AGREEMENTS FOR FOUR (4) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE.

Attachments:

Municipal Parking Lot 1 Legistar File ID 2015-0340

✓ A. 4 2015-0347**CHANGE ORDER NO. 1 LEIGH EARTHWORKS, LLC**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LEIGH EARTHWORKS, LLC IN THE AMOUNT OF \$15,362.00 TO CORRECT THE SLOPE OF EXISTING ACCESSIBLE PARKING SPACES AT THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER

Attachments:Legistar Packet - Senior Center✓ A. 5 2015-0350**STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE RELOCATION, STARTUP AND EXPANSION OF COMPANIES IN THE ECOMMERCE AND RETAIL TECHNOLOGIES INDUSTRY IN THE CITY OF FAYETTEVILLE, AND TO SUPPORT THE APPLICATION OF OVERDRIVE BRANDS FOR A STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

Attachments:2015-0350 Agenda Packet OverDrive Brands✓ A. 6 2015-0363**BID NO. 15-45 HI-LITE AIRFIELD SERVICES, LLC**

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

Attachments:2015-0363 Hi-Lite Airfield Services Agenda Packet✓ A. 7 2015-0364**SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF INTENT TO ACCEPT SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Attachments:2015-0364 SNAP Grant Packet - 8.18.15 Council MtgDC TO MAYOR AND CC RE HUD SNAP GRANT PROGRAMS LETTER OF IN

✓ A. 8

2015-0365**ARKANSAS HISTORIC PRESERVATION PROGRAM GRANT**

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, FOR THE HIRING OF A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND FOR REPAIR AND RECONSTRUCTION OF FENCING AT OAKS CEMETERY; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0365 15-5162 CC RES2015-0365 15-5162 Agenda Packet2015-0365 15-5162 BA**B. Unfinished Business:**

✓ B. 1

2015-0249**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:15-5044 CC EX A & EX B15-5044 CC reportsRZN 15-5044 (4065 E. Huntsville Rd. The Plaza) Hall Estill Letter

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting. At the August 4, 2015 City Council meeting, this ordinance was tabled to the August 18, 2015 City Council meeting.

~~B.2~~2015-0316**ARKANSAS LEGACY LLC APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5066, FOR APPROXIMATELY 3.98 ACRES, LOCATED AT 1338 AND 1326 W. CLEVELAND STREET FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO DG, DOWNTOWN GENERAL SUBJECT TO A BILL OF ASSURANCE

Attachments:15-5066 EX A & BExhibit #4 Revision 3 - 07171515-5066 Full ReportB.2 Additional Arkansas LegacyArkansas Legacy Rezone Brian Teague EmailKit Williams Legacy Rezoning Appeal Considerations Memo

At the July 21, 2015 City Council meeting, this ordinance was left on the first reading. At the August 4, 2015 City Council meeting, this ordinance was left on the second reading.

C. New Business:~~C.1~~2015-0357**RFP NO. 14-11 NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AWARD RFP NO. 14-11 AND AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$813,651.00 TO UPGRADE THE CITY'S ENTERPRISE RESOURCE PLANNING SYSTEM, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$840,500.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$147,000.00

Attachments:SRF-ERP New World 2015-0357

~~C~~. 22015-0353**NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$1,184,576.00 TO UPGRADE THE CITY'S PUBLIC SAFETY SOFTWARE FOR POLICE, FIRE AND AFTER HOURS CITY-WIDE SERVICES, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$846,675.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,000.00

Attachments:2015-0353 New World Public Safety Software Agenda ItemBA New World Systems AEGIS 2015-0353.xlsm~~C~~. 32015-0360**PRESIDIO NETWORKED SOLUTIONS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN THE AMOUNT OF \$158,355.05 PLUS APPLICABLE TAXES, PURSUANT TO THE TIPS/TAPS COOPERATIVE PURCHASING CONTRACT, FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK ARRAYS FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BA Presido 2015-0360.xlsm2015-0360 ERP Storage Hardware PRESIDIO Agenda Packet~~C~~. 42015-0359**AOS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH AOS, LLC IN THE AMOUNT OF \$71,039.88 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT, FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM SERVERS TO SUPPORT THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM UPGRADES

Attachments:2015-0359 SRF-ERP Server Hardware AOSBA AOS 2015-0359.xlsm

~~C. 5~~2015-0361**SHI, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SHI, INC. IN THE AMOUNT OF \$100,433.00 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT AND THE WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF MICROSOFT, VEEAM, AND VMWARE SUPPORT SOFTWARE NECESSARY FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES

Attachments:2015-0361 SRF-ERP Server Software SHI~~C. 6~~2015-0351**SWEETSER CONSTRUCTION, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF \$7,307,280.00 FOR THE CONSTRUCTION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$730,000.00

Attachments:Legistar 20150 351 Sweetser Contract2015-0351 PURCHASE ORDER Ruppel 07292015~~C. 7~~2015-0354**VAC 15-5116 (808 N. HIGHLAND AVENUE)**

AN ORDINANCE TO APPROVE VAC 15-5116 SUBMITTED BY JOSEF TUCKER FOR PROPERTY LOCATED AT 808 N. HIGHLAND AVENUE TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments:2015-0354 15-5116 CC EXHIBITS2015-0354 15-5115 Agenda Packet~~C. 8~~2015-0356**R-PZD 04-06.00 (RUPPLE ROW)**

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 04-06.00, RUPPLE ROW, CONTAINING APPROXIMATELY 41.70 ACRES, TO MODIFY THE ZONING OF THE DUPLEXES AND TRIPLEXES ON WORDSWORTH LANE TO ALLOW UP TO FOUR UNRELATED PERSONS TO LIVE IN EACH DWELLING UNIT

Attachments:2015-0356 15-5135 Agenda Item

~~C. 9~~2015-0355**AMEND CHAPTERS 151 AND 163**

AN ORDINANCE TO AMEND CHAPTERS 151 AND 163 OF THE
UNIFIED DEVELOPMENT CODE TO MODIFY BED AND
BREAKFAST DEFINITION AND USE CONDITIONS

Attachments:2015-0355 15-5111 Agenda Packet**D. City Council Agenda Session Presentations:****D. 1** 2015-0366

SPRING STREET MUNICIPAL PARKING DECK-CONSTRUCTION
UPDATE

E. City Council Tour:**F. Announcements:****G. 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.

Pre-Agenda Meeting 8/5/15

City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323



Meeting Agenda - Tentative Agenda

Tuesday, August 11, 2015

4:30 PM

City Hall Room 326

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

~~A.1~~ 2014-0509

APPROVAL OF THE AUGUST 4, 2015 CITY COUNCIL MEETING MINUTES.

~~A.2~~ 2015-0298

BID NO. 15-37 DONELSON CONSTRUCTION CO., LLC

A RESOLUTION TO AWARD BID NO. 15-37 AND AUTHORIZE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF \$151,510.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF \$2.78 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,151.00

Attachments:

2015-0298 Agenda Packet Bid 15-37 Asphalt Microsurfacing

~~A.3~~ 2015-0340

FAYETTEVILLE MUNICIPAL PARKING LOT 1

A RESOLUTION TO APPROVE LEASE AGREEMENTS FOR FOUR (4) PARKING SPACES LOCATED IN FAYETTEVILLE MUNICIPAL PARKING LOT 1 AT 160 WEST MOUNTAIN STREET FOR ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL ONE-YEAR TERMS AT A MONTHLY COST OF \$50.00 PER PARKING SPACE

Attachments:

Municipal Parking Lot 1 Legistar File ID 2015-0340

~~A. 4~~ 2015-0347

CHANGE ORDER NO. 1 LEIGH EARTHWORKS, LLC

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH LEIGH EARTHWORKS, LLC IN THE AMOUNT OF \$15,362.00 TO CORRECT THE SLOPE OF EXISTING ACCESSIBLE PARKING SPACES AT THE FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER

Attachments:Legistar Packet - Senior Center

~~A. 5~~ 2015-0350

STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE RELOCATION, STARTUP AND EXPANSION OF COMPANIES IN THE ECOMMERCE AND RETAIL TECHNOLOGIES INDUSTRY IN THE CITY OF FAYETTEVILLE, AND TO SUPPORT THE APPLICATION OF OVERDRIVE BRANDS FOR A STATE OF ARKANSAS EQUITY INVESTMENT INCENTIVE TAX CREDIT

Attachments:2015-0350 Agenda Packet OverDrive Brands

NB
C. 6. ~~A. 6~~ 2015-0351

SWEETSER CONSTRUCTION, INC

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SWEETSER CONSTRUCTION, INC. IN THE AMOUNT OF \$7,307,280.00 FOR THE CONSTRUCTION OF RUPPLE ROAD FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$730,000.00

Attachments:Legistar 20150 351 Sweetser Contract2015-0351 PURCHASE ORDER Ruppel 07292015

Remove A. 7 2015-0362
Meeting
Date

JUDGE CUMMINGS ROAD TO WEST REGIONAL PARK DRIVE

A RESOLUTION TO CHANGE THE NAME OF JUDGE CUMMINGS ROAD TO WEST REGIONAL PARK DRIVE

Attachments:2015-0362 Agenda Packet Regional Park Road Renaming

~~1A.8~~**2015-0363**

A RESOLUTION TO AWARD BID NO. 15-45 AND AUTHORIZE A CONTRACT WITH HI-LITE AIRFIELD SERVICES, LLC IN THE AMOUNT OF \$88,492.50 FOR THE PAINTING PORTION OF THE AIRFIELD PAVEMENT MARKING REHABILITATION PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,425.00

Attachments:

2015-0363 Hi-Lite Airfield Services Agenda Packet

~~1A.9~~**2015-0364**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A LETTER OF INTENT TO ACCEPT SPECIAL NEEDS ASSISTANCE PROGRAM GRANTS THROUGH THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Attachments:

2015-0364 SNAP Grant Packet - 8.18.15 Council Mtg

DC TO MAYOR AND CC RE HUD SNAP GRANT PROGRAMS LETTER OF IN

~~1A.10~~**2015-0365****ARKANSAS HISTORIC PRESERVATION PROGRAM GRANT**

A RESOLUTION TO APPROVE A GRANT AGREEMENT WITH THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$13,150.00 FOR TRAVEL AND TRAINING, FOR THE HIRING OF A QUALIFIED CONSULTANT TO RESEARCH AND CATALOG HISTORIC STRUCTURES, AND FOR REPAIR AND RECONSTRUCTION OF FENCING AT OAKS CEMETERY; AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2015-0365 15-5162 CC RES2015-0365 15-5162 Agenda Packet2015-0365 15-5162 BA**B. Unfinished Business:**

B. 1

2015-0249**RZN 15-5044 (4065 E. HUNTSVILLE RD./THE PLAZA)**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5044, FOR APPROXIMATELY 16.02 ACRES, LOCATED AT 4065 E. HUNTSVILLE ROAD FROM R-PZD 08-3071, RESIDENTIAL PLANNED ZONING DISTRICT BRIDGEDALE PLAZA TO RSF-7, RESIDENTIAL SINGLE FAMILY, 7 UNITS PER ACRE, NS, NEIGHBORHOOD SERVICES, AND CS, COMMUNITY SERVICES

Attachments:15-5044 CC EX A & EX B15-5044 CC reportsRZN 15-5044 (4065 E. Huntsville Rd. The Plaza) Hall Estill Letter

At the June 2, 2015 City Council meeting, this ordinance was left on the first reading. At the June 16, 2015 City Council meeting, this ordinance was left on the second reading. At the July 7, 2015 City Council meeting, this ordinance was left on the third reading and tabled to the July 21, 2015 City Council meeting. At the July 21, 2015 City Council meeting, this ordinance was tabled to the August 4, 2015 City Council meeting. At the August 4, 2015 City Council meeting, this ordinance was tabled to the August 18, 2015 City Council meeting.

B. 2

2015-0316**ARKANSAS LEGACY LLC APPEAL**

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5066, FOR APPROXIMATELY 3.98 ACRES, LOCATED AT 1338 AND 1326 W. CLEVELAND STREET FROM RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE AND RSF-4, RESIDENTIAL SINGLE-FAMILY, 4 UNITS PER ACRE TO DG, DOWNTOWN GENERAL SUBJECT TO A BILL OF ASSURANCE

Attachments:15-5066 EX A & BExhibit #4 Revision 3 - 07171515-5066 Full ReportB.2 Additional Arkansas LegacyArkansas Legacy Rezone Brian Teague EmailKit Williams Legacy Rezoning Appeal Considerations Memo

At the July 21, 2015 City Council meeting, this ordinance was left on the first reading. At the August 4, 2015 City Council meeting, this ordinance was left on the second reading.

C. New Business:

C. 1

2015-0357**RFP NO. 14-11 NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AWARD RFP NO. 14-11 AND AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$813,651.00 TO UPGRADE THE CITY'S ENTERPRISE RESOURCE PLANNING SYSTEM, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$840,500.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$147,000.00

Attachments:SRF-ERP New World 2015-0357

C. 2

2015-0353**NEW WORLD SYSTEMS CORPORATION**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH NEW WORLD SYSTEMS CORPORATION IN THE AMOUNT OF \$1,184,576.00 TO UPGRADE THE CITY'S PUBLIC SAFETY SOFTWARE FOR POLICE, FIRE AND AFTER HOURS CITY-WIDE SERVICES, TO APPROVE A FIVE (5) YEAR MAINTENANCE AGREEMENT IN THE AMOUNT OF \$846,675.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$160,000.00

Attachments:BA New World Systems AEGIS 2015-0353.xlsm2015-0353 New World Public Safety Software Agenda Item

C. 3

2015-0360**PRESIDIO NETWORKED SOLUTIONS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH PRESIDIO NETWORKED SOLUTIONS, LLC IN THE AMOUNT OF \$158,355.05 PLUS APPLICABLE TAXES, PURSUANT TO THE TIPS/TAPS COOPERATIVE PURCHASING CONTRACT, FOR THE PURCHASE OF THREE (3) NIMBLE STORAGE AREA NETWORK ARRAYS FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BA Presido 2015-0360.xlsm2015-0360 ERP Storage Hardware PRESIDIO Agenda Packet

C 4

2015-0359**AOS, LLC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH AOS, LLC IN THE AMOUNT OF \$71,039.88 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT, FOR THE PURCHASE OF SIX (6) CISCO UNIFIED COMPUTING SYSTEM SERVERS TO SUPPORT THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM UPGRADES

Attachments:2015-0359 SRF-ERP Server Hardware AOSBA AOS 2015-0359.xlsm

C 5

2015-0361**SHI, INC**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH SHI, INC. IN THE AMOUNT OF \$100,433.00 PLUS APPLICABLE TAXES, PURSUANT TO A STATE OF ARKANSAS PROCUREMENT CONTRACT AND THE WESTERN STATES CONTRACTING ALLIANCE CONTRACT, FOR THE PURCHASE OF MICROSOFT, VEEAM, AND VMWARE SUPPORT SOFTWARE NECESSARY FOR THE ENTERPRISE RESOURCE PLANNING AND PUBLIC SAFETY SYSTEM SOFTWARE UPGRADES

Attachments:2015-0361 SRF-ERP Server Software SHI

C 6

2015-0354**VAC 15-5116 (808 N. HIGHLAND AVENUE)**

AN ORDINANCE TO APPROVE VAC 15-5116 SUBMITTED BY JOSEF TUCKER FOR PROPERTY LOCATED AT 808 N. HIGHLAND AVENUE TO VACATE A PORTION OF AN EXISTING UTILITY EASEMENT

Attachments:2015-0354 15-5116 CC EXHIBITS2015-0354 15-5115 Agenda Packet

✓ 10.7

2015-0356**R-PZD 04-06.00 (RUPPLE ROW)**

AN ORDINANCE AMENDING A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED R-PZD 04-06.00, RUPPLE ROW, CONTAINING APPROXIMATELY 41.70 ACRES, TO MODIFY THE ZONING OF THE DUPLEXES AND TRIPLEXES ON WORDSWORTH LANE TO ALLOW UP TO FOUR UNRELATED PERSONS TO LIVE IN EACH DWELLING UNIT

Attachments:2015-0356 15-5135 Agenda Item**C. 8 2015-0355**

AN ORDINANCE TO AMEND CHAPTERS 151 AND 163 OF THE UNIFIED DEVELOPMENT CODE TO MODIFY BED AND BREAKFAST DEFINITION AND USE CONDITIONS

Attachments:2015-0355 15-5111 Agenda Packet**D. City Council Agenda Session Presentations:****D. 1 2015-0366**

SPRING STREET MUNICIPAL PARKING DECK-CONSTRUCTION
UPDATE

E. City Council Tour:**F. Announcements:****G. 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.