Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
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Final Agenda
City of Fayetteville Arkansas
City Council Meeting
August 6, 2013

A meeting of the Fayetteville City Council will be held on August 6, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report – Fayetteville Housing Authority Board Appointment - APPROVED**

Agenda Additions:

A. Consent:

1. Approval of the July 16, 2013 City Council meeting minutes. **APPROVED**

2. **Arkansas State Highway and Transportation Department:** A resolution to approve an Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department and to approve the attached budget adjustment of $75,000.00.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 165-13**

3. **2013 ADEQ E-Waste Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of $25,000.00 for an E-Waste coupon redemption program, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 166-13**

4. **Bid #13-38 General Construction Solutions, Inc.:** A resolution awarding Bid #13-38 and approving a contract with General Construction Solutions, Inc. in the amount of $108,982.00 for construction of sanitary sewer repairs in the vicinity of the Cliffs Apartments due to Spring 2011 flooding, approving a $10,000.00 project contingency, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 167-13**

5. **Bid #13-39 Goodwin & Goodwin:** A resolution awarding Bid #13-39 and approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, approving a project contingency of $125,000.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 168-13**

6. **Bid #13-37 Pick-It Construction, Inc.:** A resolution awarding Bid #13-37 and approving a contract with Pick-It Construction, Inc. in the amount of $403,987.00 for construction of pool building renovations at Wilson Park, and approving a fifteen percent (15%) project contingency.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 169-13**

7. **Crafton Tull Amendment #1:** A resolution approving Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed $15,000.00, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 170-13**

8. **Landers Toyota of Little Rock:** A resolution authorizing the purchase of two (2) Toyota Tacoma pickup trucks in the total amount of $48,838.00, pursuant to a state procurement contract, from Landers Toyota of Little Rock for use by the Transportation and Water & Sewer divisions, and approving a budget adjustment.

   REMOVED FROM CONSENT AND TABLED INDEFINITELY.

9. **George Nunnally Chevrolet of Bentonville:** A resolution authorizing the purchase of two (2) Chevrolet Tahoes in the total amount of $57,110.00, pursuant to a state procurement contract, from George Nunnally Chevrolet of Bentonville for use by the Fire Department and the Solid Waste Division, and approving two (2) budget adjustments.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 171-13**

10. **Arkansas State Highway Department Safe Routes to School Grant:** A resolution authorizing acceptance of an Arkansas State Highway and Transportation Department Safe Routes to School Grant in the amount of $81,248.00 to be utilized for construction of a pedestrian bridge along Salem Road connecting Holcomb Elementary and Holt Middle School, and approving a budget adjustment.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 172-13**

11. **Aircraft Passenger Stairs:** A resolution approving a budget adjustment in the amount of $3,500.00 to provide for an increase in the project budget for the purchase of aircraft passenger stairs for Fayetteville Executive Airport-Drake Field.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 173-13**

12. **RFP #13-07 Everbridge, Inc.:** A resolution awarding RFP #13-07 and approving a contract with Everbridge, Inc. for the provision of emergency notification services, and approving a budget adjustment in the amount of $32,000.00.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-13**

B. Unfinished Business: None

C. Public Hearing:

1. **Raze and Removal 515 E. Township Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Marshall Aaron Mahan located at 515 E. Township Street in the City of Fayetteville, Arkansas.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 175-13**

D. New Business:

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance.

   THIS ITEM WAS LEFT ON THE FIRST READING.

2. **ADM 13-4408 (Bicycle Parking Code Amendments):** An ordinance to amend §172.10 Bicycle Parking Rack Requirements (D)(2)(e) to reduce the minimum clearance to a fire hydrant from 15 feet to 6 feet.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5603**

3. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates by enacting a new subsection (N) Electric Vehicle Charging Station.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5604**

4. **Special Election for HMR Bonds:** An ordinance calling and setting a date for a special election on the questions of the issuance by the City of (1) not to exceed $1,500,000 of Hotel and Restaurant Gross Receipts Tax Refunding Bonds for the purpose of refunding the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003, (2) not to exceed $6,900,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with the renovation and expansion of Walton Arts Center, and (3) not to exceed $3,500,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with a proposed Regional Park; pledging the proceeds from the existing one percent (1.00%) Hotel, Motel and Restaurant Gross Receipts Tax originally levied by Ordinance No. 2310 to the payment of the Refunding Bonds and Capital Improvement Bonds; prescribing other matters pertaining thereto; and declaring an emergency.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5605**

E. City Council Agenda Session Presentations:

1. **2012 Audit Management Letter Report –** Tony C. Uth, Jr., Audit Committee Chair

2. **Budget Reserves Discussion –** Paul Becker, Finance Director

F. City Council Tour: August 12, 2013 at 5:00 pm - RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates

G. Announcements:

Adjournment: 8:15 p.m.

NOTICE TO MEMBERS OF THE AUDIENCE

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> > **Public comments.** Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.
>
> **Courtesy and respect.** All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

City Council Meeting: **August 6, 2013** **Adjourn:** 8:15 pm

Subject:	**Roll**				
Alderman Gray arrived at 6:25 pm	**Gray**	Absent at beginning of the meeting			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan	✓			

8-0

Subject:	**Nominating Committee Report – Fayetteville Housing Authority Board Appointment**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Tennant			
Passed	**Gray**	Absent at the beginning of the meeting			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan				

7-0

City Council Meeting: **August 6, 2013**

Subject:	**Consent**				
Motion To:		Approve	Removed	A.8. Landers Toyota	
Motion By:		Adams		of Little Rock	
Seconded:		Long			
Minutes Approved	**Gray**	Absent during the vote.			
	Marsh	✓			
	Kinion	✓			
Remove A.8 Landers Toyota of Little Rock	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
passed	**Long**	✓			
165-13 thru 174-13	**Mayor Jordan**				

Consent — Remove — A.8. Landers Toyota of Little Rock 7-0

Subject:					
Motion To:		Remove from	Consent & Table	Indef.	
Motion By:		Petty			
Seconded:		Tennant			
Tabled Indefinitely	**Gray**	Absent			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Mayor Jordan				

7-0

City Council Meeting: **August 6, 2013**

Subject:	**Raze and Removal 515 E. Township Street**				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Long			
C. 1	**Gray**	absent during the vote			
Public	**Marsh**	✓			
Hearing	**Kinion**	✓			
	Petty	✓			
	Tennant	✓			
Passed	**Schoppmeyer**	✓			
	Adams	✓			
	Long	✓			
175-13	**Mayor Jordan**				

7-0

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

City Council Meeting: **August 6, 2013**

Subject:	**RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates)**				
Motion To:					
Motion By:					
Seconded:					
D. 1 New Business	**Gray**				
	Marsh				
	Kinion				
	Petty				
Left on the First Reading	**Tennant**				
	Schoppmeyer				
	Adams				
	Long				
	Mayor Jordan				

Subject:	**ADM 13-4408 (Bicycle Parking Code Amendments)**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Marsh	Adams		
D. 2 New Business	**Gray**	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
Passed	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
5603	**Mayor Jordan**				
		8-0	8-0	8-0	

City Council Meeting: **August 6, 2013**

Subject:	**Amend §72.58 Off-Street Parking Facilities; Rules and Rates**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Adams		
Seconded:		Marsh	Marsh		
D. 3	**Gray**	✓	✓	✓	
New	**Marsh**	✓	✓	✓	
Business	**Kinion**	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
passed	**Schoppmeyer**	✓	✓	✓	
	Adams	✓	✓	✓	
	Long	✓	✓	✓	
5604	**Mayor Jordan**				
		8-0	8-0	8-0	

Subject:	**Special Election for HMR Bonds**				
Motion To:		2nd Read	3rd Read	Pass	Emergency Clause
Motion By:		Schoppmeyer	Tennant		Adams
Seconded:		Adams	Gray		Tennant
D. 4	**Gray**	✓	✓	✓	✓
New	**Marsh**	✓	✓	✓	✓
Business	**Kinion**	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
passed	**Tennant**	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	Adams	✓	✓	✓	✓
	Long	✓	N	✓	N
5605	**Mayor Jordan**				
		8-0	7-1	8-0	7-1

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**

THRU: **Sondra Smith,** City Clerk

FROM: **Jason Kelley**, Assistant City Attorney

DATE: **August 7, 2013**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 6, 2013**

1. **Arkansas State Highway and Transportation Department:** A resolution to approve an Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department and to approve the attached budget adjustment of $75,000.00.

2. **2013 ADEQ E-Waste Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of $25,000.00 for an E-Waste coupon redemption program, and approving a budget adjustment.

3. **Bid #13-38 General Construction Solutions, Inc.:** A resolution awarding Bid #13-38 and approving a contract with General Construction Solutions, Inc. in the amount of $108,982.00 for construction of sanitary sewer repairs in the vicinity of the Cliffs Apartments due to Spring 2011 flooding, approving a $10,000.00 project contingency, and approving a budget adjustment.

4. **Bid #13-39 Goodwin & Goodwin:** A resolution awarding Bid #13-39 and approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, approving a project contingency of $125,000.00, and approving a budget adjustment.

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6. **Crafton Tull Amendment #1:** A resolution approving Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed $15,000.00, and approving a budget adjustment.

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Bonds, Series 2003, (2) not to exceed $6,900,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with the renovation and expansion of Walton Arts Center, and (3) not to exceed $3,500,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with a proposed Regional Park; pledging the proceeds from the existing one percent (1.00%) Hotel, Motel and Restaurant Gross Receipts Tax originally levied by Ordinance No. 2310 to the payment of the Refunding Bonds and Capital Improvement Bonds; prescribing other matters pertaining thereto; and declaring an emergency.

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> > **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.

Nominating Committee Report

Housing Authority Board

HOUSING AUTHORITY BOARD

The Housing Authority Board recommends the following appointments with the approval of the City Council.

- Christopher Terry - One Unexpired Term Ending 12/28/14

FAYETTEVILLE HOUSING AUTHORITY
#1 North School Ave.
Fayetteville, AR 72701-5928
PH: (479) 521-3850 FAX: (479) 442-6771
E-MAIL: fayettevilleha@moregti.net

July 26, 2013

Mayor Lioneld Jordan &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mayor Lioneld Jordan & Fayetteville City Council Members:

This letter is to confirm that the Fayetteville Housing Authority's Board has elected a new commissioner at its July 25, 2013, Regular Board Meeting.

The new Commissioner for the Fayetteville Housing Authority Board is Christopher Terry. Christopher Terry was appointed to fill an unexpired term of two years from July 25, 2013 to December 28, 2015.

The Fayetteville Housing Authority Board requests that this newly elected commissioner, Christopher Terry, be placed on the next City Council Meeting Agenda to be formally confirmed by the municipality's governing body in accordance with the Arkansas State Statue #14-169-208.

If you have any questions, please feel free to call or e-mail.

Sincerely yours,

Fredia Sawin
Executive Director

fs

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the unsafe structure located at 515 E. Township Street. (WC Parcel # 765-13391-000)

$ 4,200.00	$ 16,275.00	
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.6420.5315.04	$ 4,875.00	Raze and Removal
Account Number	Funds Used to Date	Program / Project Category Name
50033-1304	$ 11,400.00	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 07-26-2013

City Attorney — Date

Finance and Internal Services Director — Date

Chief of Staff — Date

Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office

Received in Mayor's Office

Comments: Staff recommends approval of the Resolution.
Due to Project Number only changing this was not re-routed for signatures

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director

From: Yolanda Fields, Community Services Director

Date: July 17, 2013

Subject: Raze and Removal of structure at 515 E. Township Street

RECOMMENDATION

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 515 E. Township Street.

BACKGROUND

Service Request # 126792, Case # 17190: Code Compliance responded to a request concerning the structure located at 515 E. Township Street. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *House is beyond effective repair; roof has holes, sheetrock wet and falling. Cost to repair and bring to current codes exceeds value of structure.*
On April 12, 2013, an Unsafe Building Notice of Violation was hand delivered to the property owner, Aaron Mahan. By ordinance, the property owner was given until May 13, 2013 to acquire a building permit or to raze and remove the structure.
On July 2, 2013, a Notice of Public Hearing was hand delivered to the property owner informing him of the August 6, 2013 Public Hearing.

DISCUSSION

This parcel contains a 1,295 square foot single family dwelling. The structure is not secured and has deteriorated to a point where it is no longer safe. There is not a current building permit on this structure.

BUDGET IMPACT

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to current budget. A Lien will be placed on the property for the incurred costs. The current budget balance is a result of other raze and removal addresses that were corrected by the property owners. Therefore, we will not be requesting a budget adjustment for this raze and removal.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

August 6,1023
City Council Meeting Date
Agenda Items Only

Paul A Becker	Finance and Internal Services	Finance and Internal Services
Submitted By	**Division**	**Department**

Action Required:

In May,2013 the City Avertising and Promotion Commission by resolution requested the City call and set a date for a special election to consider the refinancing of outstanding HMR bonds and the authorizaton to issue new bonds to fund additional projects.Specifically these projects include a portion of the cost of a expansion of the Walton Arts Center and a portion of the costs of the Regional Park Project.This would extend the current debt service payments for 25 years without increasing taxes .This agenda item is to approve that request.

N/A	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Paul A. Becker — 7-24-2013
Department Director — Date

City Attorney — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker — 7-24-2013
Finance and Internal Services Director — Date

Chief of Staff — 7-24-13
Date

Mayor — 7/24/13
Date

Received in City Clerk's Office 07-24-13 P02:03

Received in Mayor's Office

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr,Chief of Staff

From: Paul A Becker PAB

Date: July 30, 2013

Subject: Ordinance To Call a Special Election for HMR Bonds

PROPOSAL: In May, 2013 the Advertising and Promotion Commission passed a resolution requesting the City call a special election to consider an extension of the current HMR Bonds. The payment of bonds would be extended for 25 years at the same total principal and interest payment amount as currently made annually. Therefore, the current amounts paid for debt service would remain the same.
To accomplish this, the voters would be asked to approve three questions on the ballot. Question one would request approximately $1,500,000 in new bonds to refund the current outstanding bonds. Question two would request $6,900,000 in new bonds to fund a portion of an expansion to the Walton Arts Center. The final request would be to approve $3,500,000 of new bonds to fund certain improvements to the Regional Park. Specifically baseball/softball fields, soccer fields and related facilities at the Regional Park would be partially funded.
It is important to understand this is not a new tax. It would not cost the taxpayer any more money.

RECOMMENDATION: The administration recommends the approval of this ordinance to call for a special election on November 12, 2013 to decide the above questions.

BUDGET IMPACT: None

ORDINANCE NO. _____

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF THE ISSUANCE BY THE CITY OF (1) NOT TO EXCEED $1,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS, SERIES 2003, (2) NOT TO EXCEED $6,900,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH THE RENOVATION AND EXPANSION OF WALTON ARTS CENTER, AND (3) NOT TO EXCEED $3,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH A PROPOSED REGIONAL PARK; PLEDGING THE PROCEEDS FROM THE EXISTING ONE PERCENT (1.00%) HOTEL, MOTEL AND RESTAURANT GROSS RECEIPTS TAX ORIGINALLY LEVIED BY ORDINANCE NO. 2310 TO THE PAYMENT OF THE REFUNDING BONDS AND CAPITAL IMPROVEMENT BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, under the authority of Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act") and pursuant to Ordinance No. 2310 adopted on March 1, 1977, and as subsequently amended (the "Levying Ordinance"), the City has previously levied a one percent (1.00%) tax (the "A&P Tax") upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption; and

WHEREAS, under the authority of the Advertising and Promotion Commission Act and pursuant to the provisions of Ordinance No. 4488 adopted on May 20, 2003, the City has previously issued and there are presently outstanding $1,875,000 in aggregate principal amount of the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"), which Series 2003 Bonds are secured by the pledge of and lien upon the City's receipts of the A&P Tax; and

WHEREAS, the City's Advertising and Promotion Commission (the "Commission") by resolution adopted on May 13, 2013, has recommended that the City assist in (i) the completion of the proposed Walton Arts Center expansion and renovation (the "Walton Arts Center Improvements") and (ii) the acquisition, construction and equipping of a regional park (the "Park Improvements") through the issuance of its capital improvement bonds; and

WHEREAS, the Commission has determined and the City Council concurs that the Walton Arts Center is a cultural arts and (2008 Repl.) §26-75-606 and a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) §14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and entertainment facility and its expansion and renovation will constitute a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) §14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and

WHEREAS, the Commission has further determined and the City Council concurs that the City's proposed regional park will constitute a "public recreation facility" and "city park" within the meaning of Arkansas Code Annotated

WHEREAS, the City Council has determined that there is a critical need for a source of revenue to finance the Walton Arts Center Improvements and the Park Improvements, and that the receipts of the A&P Tax could be so utilized, but only upon refunding or redemption of the Series 2003 Bonds; and

WHEREAS, if approved by the electors of the City, the City has determined to issue (1) its refunding bonds in principal amount not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) its capital improvement bonds in principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds') for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) its capital improvement revenue bonds in principal amount not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements, which Refunding Bonds, Walton Arts Center

Bonds and Park Bonds are to be equally and ratably secured by a pledge of and lien upon the receipts of the A&P Tax; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance by the City of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1: That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Advertising and Promotion Commission Act and Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act"), and subject to approval by the electors of the City as provided in Section 2 below, there is hereby authorized the issuance of (1) the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds in the aggregate principal amount of not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $6,900,000 (the "Walton Arts Center Bonds") for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements. Any bonds approved by the electors of the City may thereafter be issued in one or more series from time to time in an aggregate principal amount not to exceed the respective principal amount(s) approved by the City's electors. Such bonds as are issued by the City will be secured on a parity basis by a pledge of and a lien upon the receipts of the A&P Tax.

Section 2: That there be, and there is hereby called, a special election to be held on Tuesday, November 12, 2013, at which election there shall be submitted to the electors of the City the questions of the issuance of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds.

Section 3: That the questions shall be placed on the ballot for the special election in substantially the following forms:

Question One:

> There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of refunding bonds in principal amount not to exceed $1,500,000 (the "Refunding Bonds"), pursuant to Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of refunding the City's outstanding

Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in principal amount not to exceed $1,500,000 .....☐

AGAINST the issuance of Refunding Bonds in principal amount not to exceed $1,500,000 .....☐

Question Two:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of the expansion and renovation of the Walton Arts Center located within Fayetteville, (the "Walton Arts Center Improvements"). If the issuance of the Walton Arts Center Bonds is approved, the Walton Arts Center Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Walton Arts Center Bonds in principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements .....☐

AGAINST the issuance of Walton Arts Center Bonds in principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements .....☐

Question Three:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $3,500,000 (the "Park Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of constructing and equipping a regional park owned by and located within the City of Fayetteville, which may include baseball fields, soccer fields and related facilities (the "Park Project"). If the issuance of the Park Bonds is approved, the Park Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Park Bonds in principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of constructing and equipping the Park Improvements .....☐

AGAINST the issuance of Park Bonds in principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of constructing and equipping the Park Improvements .....☐

Section 4: That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Advertising and Promotion Commissions Act or the Tourism Revenue Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in a newspaper of general circulation within the City, the publication to be not less than ten (10) days prior to the date of the election.

Section 5: That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in a newspaper of general circulation within the City. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 6: That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Refunding Bonds, the Walton Arts Center Bonds and/or the Park Bonds are approved by the electors, to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 7: That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: That it is hereby ascertained and declared that there is a critical need to obtain an additional source of revenue to finance needed capital improvements, including the Walton Arts Center Project and the Park Project, all in order to promote and protect the peace, health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of August, 2013.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

City of Fayetteville Arkansas
City Council Meeting Minutes
July 16, 2013

A meeting of the Fayetteville City Council was held on July 16, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Alan Long, &, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

ABSENT: Rhonda Adams

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

2012 Audit Report:

Paul Becker, Finance and Internal Services Director introduced Dan Barron, a partner with Grant Thornton as a new auditor for the city and stated BKD was the previous auditor for eight years. Mr. Becker stated that the city received a clean opinion of the financial statements for the city. The document was given on disc to City Council and posted online for public inspection. It was a positive year for the city. Alderman Gray is on the Audit Committee as the council representative. The auditor did make a full report to the Audit Committee.

Unofficial

Agenda Additions:

Alderman Long moved to add the Arkansas Highway Commission–Highway 265 Improvement Project resolution to the agenda. Alderman Marsh seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

Arkansas Highway Commission–Highway 265 Improvement Project: A resolution to thank the Arkansas Highway Commission for the Highway 265 improvement project and to request that full precautions for watershed protection are taken adjoining Lake Fayetteville Park.

Alderman Long: We discussed this at the Water and Sewer Committee. We had been receiving quite a few emails from various constituents concerned about the construction taking place around the area of Lake Fayetteville. This is the secondary water source for the City of Fayetteville and we want to protect that watershed. We want to let the Highway Commission know that the City of Fayetteville would like them to follow our standards for our watershed and even though we can't force them to do that, we can at least ask that they follow our standards.

Chris Brown, City Engineer: You received an email from me and I would like to reiterate a couple of points I made in the email. I contacted the resident engineer, the local highway representative, and he worked with the contractor to get the burning stopped. A representative from ADEQ also came out and took a look at what was going on. They upgraded some of their systems they had in place. On a previous project south of this project there was some extensive work that had to be done, but we worked with the Highway Department to repair it. They are refraining from mowing that area and they are protecting that area for us. The local office has been very responsive any time we contact them with a concern.

The Highway Department has standard specifications and a section that refers to water quality. The laws are in place to protect the water quality at Lake Fayetteville. I feel this resolution could damage the relationship that we now enjoy with the Highway Department. I do not believe we need this resolution to get the results we are looking for there.

Alderman Kinion: This was brought forward unanimously by the Water and Sewer Committee. It was in response to a public request. We respect our relationship with the Highway Department and this is in no way a disrespectful note. It says that in the City of Fayetteville we have a commitment to our watershed. We have shown this through our Streamside Protection and Hillside ordinance. We would like to thank the Highway Commission for the work they do and out of mutual respect ask them to realize that Fayetteville is very forward thinking and we want to protect the watershed, streams and lakes.

Alderman Tennant: If I was on the Water and Sewer Committee, I don't think I would have voted for this, not because I want Lake Fayetteville to be destroyed, but I am worried what message this sends. I agree with Chris that this could send the wrong message. The system that we have in place works and I do not like tampering with a system that is in place. ADEQ is there for a reason, they aren't perfect, but for us to essentially tell them that we want to remind them that things are important to us, I have a real problem with that. It sends a wrong message and I don't think it is necessary.

Unofficial

Alderman Long moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 5-3. Alderman Long, Marsh, Kinion, and Petty voted yes. Alderman Gray, Tennant and Schoppmeyer voted no. Mayor Jordan voted yes to pass the resolution. Alderman Adams was absent.

Resolution 155-13 as recorded in the office of the City Clerk.

Consent:

Approval of the July 02, 2013 City Council meeting minutes.

Approved

H & H Directional Boring, Inc.: A resolution to approve a construction contract with H & H Directional Boring, Inc. in the amount of $217,000.00 for bores across the White River to repair water main damage, plus a $20,000.00 contingency and the attached budget adjustment.

Resolution 156-13 as recorded in the office of the City Clerk

Bid #13-29 Donelson Construction, Co.: A resolution to award Bid #13-29 and approve the contract with Donelson Construction Company, LLC in the amount of $195,050.00 plus a contingency of $19,505.00 for Asphalt Micro-surfacing of city streets.

Resolution 157-13 as recorded in the office of the City Clerk

Garver, LLC Amendment Number 2: A resolution to approve Amendment Number 2 to the contract with Garver, LLC for construction phase services for the Frisco Trail extension project in the additional amount of $109,100.00.

Resolution 158-13 as recorded in the office of the City Clerk

Internet Crimes Against Children Task Force Grant: A resolution authorizing acceptance of the second continuation subgrant of the non-matching 2010 Internet Crimes Against Children Task Force Grant in the amount of $11,824.19, and approving a budget adjustment.

Resolution 159-13 as recorded in the office of the City Clerk

2012-2013 Edward Byrne Memorial Justice Assistance Grant: A resolution authorizing acceptance of a continuation of the 2012-2013 Edward Byrne Memorial Justice Assistance Grant for funding of the Fourth Judicial District Drug Task Force for the 2013-2014 grant period in the total amount of $197,333.59.

Resolution 160-13 as recorded in the office of the City Clerk

Unofficial

George Nunnally Chevrolet of Bentonville: A resolution approving the purchase of seven (7) Chevrolet Tahoes from George Nunnally Chevrolet of Bentonville, pursuant to a state procurement contract, in the total amount of $175,651.00.

Resolution 161-13 as recorded in the office of the City Clerk

Center Point Contractors, Inc. Change Order No. 1: A resolution approving Change Order No. 1 to the contract with Center Point Contractors, Inc. to remove construction of a fire suppression system resulting in a $33,000.00 cost reduction to the City for the project and approving cancellation of a $33,000.00 promissory note from NFlight Technology, Inc. issued to secure its payment obligation for construction of the system, and approving a budget adjustment.

Resolution 162-13 as recorded in the office of the City Clerk

Alderman Tennant moved to approve the Consent Agenda as read. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

Unfinished Business: None

New Business:

Bid #13-34 Boulder Construction, Inc.: A resolution to award Bid #13-34 and approve a construction contract with Boulder Construction, Inc. in the amount of $1,415,423.95 plus a project contingency of $70,771.20 for the construction of the Frisco Trail extension and to approve a budget adjustment in the amount of $1,248,000.00.

Matt Mihalevich, Trails Coordinator gave a brief description of the resolution.

Alderman Tennant moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 7-0. Alderman Adams was absent.

Resolution 163-13 as recorded in the office of the City Clerk.

VAC 13-4402 (2111 Martin Luther King Boulevard/Panda Express): An ordinance approving VAC 13-4402 submitted by Lorel Hoffman for property located at 2111 Martin Luther King Boulevard to vacate a portion of a water and sewer easement, a total of 0.01 acres.

City Attorney Kit Williams read the ordinance.

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

Unofficial

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5599 as recorded in the office of the City Clerk.

VAC 13-4421 (100 W. Dickson Street/Collier's Drug Store): An ordinance approving VAC 13-4421 submitted by Karen King for property located at 100 West Dickson Street to vacate a 15-foot wide alley located on the northern portion of the Collier's Drug Store site.

City Attorney Kit Williams read the ordinance.

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

Alderman Kinion: I want to refer to some of our older neighborhoods where we vacated alleys at one time because we saw no reason to have the alleys, then there were parking situations and we wish we had the alleys. It is an unintended consequence of growth. Once you vacate an alley it is gone, but this is a different situation because it is not in a residential area.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

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

Unofficial

Ordinance 5600 as recorded in the office of the City Clerk.

ADM 13-4420 (Oakbrooke PZD Phase 1): An ordinance amending a Residential Planned Zoning District entitled R-PZD 05-1463 Oakbrooke Phase 1, to revise the concept plan and allow the construction of an alley to serve Lots 1-17.

City Attorney Kit Williams read the ordinance.

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

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Schoppmeyer: I would like to say in full disclosure that the land owner/developer is my current landlord for Haas Hall Academy and is in the fifth year of a five year lease with Tracy Hoskins. It's not going to affect the way I vote. I wanted it known that we have a relationship.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5601 as recorded in the office of the City Clerk.

ADM 13-4397 (Oakbrooke PZD Phase III): An ordinance amending a Residential Planned Zoning District entitled R-PZD 09-4397 Oakbrooke Phase III, to revise the concept plan and zoning criteria, reducing the number of dwelling units in Planning Area I from 28 to 24 and in Planning Area III from 76 to 58, and adjusting alley ways.

City Attorney Kit Williams read the ordinance.

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

Tracy Hoskins, developer of project stated that he was available to address any questions.

Unofficial

Alderman Petty: Are these changes a reflection of what you think the market wants today compared to the last round of changes or is it deeper than that?

Tracy Hoskins: A lot of the 2010 changes were to increase the density and the market has changed. We have run into site challenges such as trees and so by widening the lots we have more room to build. As far as the density, we are decreasing the density in the heart of the development and increasing the density out closer to Rupple Road. The design of those lots was actually approved in Oakbrook III PZD in 2010. Basically, this is housekeeping to set those lot lines in stone. We also did a modification in 2012 where we lost the opportunity to do some cottage style housing and so we are regaining that across the street on the south side of Starry Night to be able to put more affordable houses.

Jeremy Pate: For the record, Tracy is a Planning Commissioner and he recused himself at the Planning Commission meeting about these items.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Adams was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5602 as recorded in the office of the City Clerk.

National Revenue-Neutral Carbon Fee and Dividend Support: A resolution to support a National Revenue-Neutral Carbon Fee and Dividend in order to help slow climate change.

Alderman Marsh: The statistics and information about global climate change that I will be presenting came from peer reviewed science that you can find at climate.nasa.gov which is NASA's website. Alderman Marsh stated research findings, definitions and descriptions regarding climate change.

This legislation is designed to put us on the path to a sustainable climate by reducing our greenhouse emissions and transitioning us to a clean energy economy. It starts by a setting a goal of reducing emissions to 80% below 2005 levels by 2050 and an incentive to transition through the implementation of carbon fee while mitigating the impacts on citizens through a payment of a dividend. This resolution has been endorsed by the Fayetteville Forward Green Economy

Unofficial

Group, Omni 350, Citizens Climate Lobby and the Environmental Action Committee. By passing this resolution it is my hope that we send a strong message to national leaders that we demand action to address the root causes of global climate change and to see a shift towards building a more resilient nation.

Alderman Gray: I think this is an excellent thing. I know that some people feel that we should not be involved in this kind of action, but personally I agree with everything Alderman Marsh has said. I certainly support the Omni group and their research. I think this is a good action for the City of Fayetteville.

Alderman Tennant: I don't doubt at all Alderwoman Marsh's sincerity in her efforts. I believe that she believes that this council should use our positions to push items like this and obviously Alderwoman Gray does as well. I disagree with it. This is a statement. It does not mean anything to anybody except we are making a statement that we think this might be a good idea.

This item is too much of a stretch for me to justify, not because I want carbon emissions all over the place and the world to be destroyed. We are doing a lot of things right in this country and I am glad we are. For me to vote on this I would want more experts to speak to me and give me reasons to support it. This is not a statement that the Fayetteville City Council should be making. This is a good idea for elected officials at a national level and even the state level, but not us. I won't vote for it. I will abstain from the vote.

Alderman Long: I think this statement means something. It means we want our representatives at the national level to work on a solution. I think it shows that Fayetteville cares about this issue.

Alderman Petty: I think words matter and the lack of words matter just as much. I think it is important to take a stand when we are asked, even if action is symbolic, because words matter. As fossil fuel prices go up we can use the funds to generate alternatives. The beauty of this is that it only hurts the producers, because the dividend comes back and all the cost that is passed on to the consumers comes back to them in the form of dividends. No one should be able to pollute for free.

Joanna Pollock: It seems that we are turning some tide in terms of public understanding on climate change. We are finally getting to the point where we don't have to argue about whether or not the climate science is real. This is one of the most pressing issues of our time and it is important that the City Council addresses the issue through a symbolic resolution, because it is time to take a stand. This type of a policy is a fee at the source of the green house emissions. It does gradually increase over time, but the way it is set up with the fee and dividends system, it would be a progressive tax. It gives money back to the citizens. A tax of $20.00 per ton of carbon dioxide would increase gas prices by about twenty cents per gallon.

Kelly Mulhollan: Although it is symbolic, it is not trivial. It is the greatest challenge of our society and this is exactly the right message we need to hear. This country is strewn with environmental organizations trying to get this accomplished. We desperately need our leaders to stick their neck out and do the right thing. This is a stable idea.

Unofficial

David Orr: I am speaking in support of the resolution. It is important to me as a citizen that my elected officials reflect and represent my views of what constitutes good public policy. It is important to see where our elected officials stand in the broader political life of our country and collectively it is you who will represent the citizens of Fayetteville to congress. I would like to request you to consider creating a framework for developing Fayetteville as a leading city in the planning for creating resilient water/air management and land use management.

Donna Stjerna: I am very concerned about climate change and hope you are the voice of other citizens and moms like me.

Larry Ashton: I am against the resolution. Would the average person in Fayetteville want you representing them promoting a law that would increase the price of energy? How much good would it really do.

Mayor Jordan: I went to the US Conference of Mayors in 2009 and they told us that thirty five states in three years would see water shortages, because of climate change. I began to study the CO2 emissions in the parts per million and we need to be at about 350 and we are at 400. We know that we are at a time that it is critical to begin to cut the CO2 emissions. That is why I fought so hard for the transit tax. It eliminates cars from being on the road. I fought to bring water transportation up the Arkansas River, because we know that for every barge that we float, it is like taking eighty trucks off the road. I signed in 2012 the US Conference of Mayors Climate Protection Agreement and stand behind it. I agree we need to make a stand and a statement.

Alderman Long moved to approve the resolution. Alderman Petty seconded the motion. Upon roll call the resolution passed 5-1. Alderman Long, Gray, Marsh, Kinion and Petty voted yes. Alderman Schoppmeyer voted no. Alderman Tennant abstained. Alderman Adams was absent.

Resolution 164-13 as recorded in the office of the City Clerk.

<u>City Council Agenda Session Presentations:</u>

City Council Tour: Tri Cycle Farms – July 22, 2013 – 5:30 p.m.
The Council will meet at Tri Cycle Farms to begin the tour.

<u>Announcements:</u>

Don Marr, Chief of Staff: Beginning tomorrow, construction of the half mile Frisco Trail extension will require reducing the number of lanes on Martin Luther King Boulevard between Government and South School Avenue for approximately six weeks.

The Gulley Park concert series is this Thursday at 7 p.m. It is the Wheeler Brothers from Austin, Texas.

Unofficial

I would like to remind the City Council that the tour of Tri Cycle Farms is scheduled for July 22nd at 5:30 p.m. and we will meet at the farms.

There will not be a City Council Agenda Session this Tuesday, and after the Agenda Session on July 30th, the council will have a fund balance budget discussion.

Alderman Gray: On July 25, 2013 there will be a Ward 1 meeting at the Yvonne Richardson Center at 6:00 p.m.

Alderman Long: On July 29, 2013 there will be a Ward 4 meeting in room 111 at 6:00 p.m.

Adjournment: 7:15 p.m.

Lioneld Jordan, Mayor	**Sondra E. Smith, City Clerk/Treasurer**

Unofficial

Petition

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We the undersigned, willingly sign this petition objecting to the rezoning of the property at 2468 N. Crossover Rd. The property is currently zoned RSF-2 (Residential Single Family, 2 units / acre). Rezoning to RO (Residential Office) would place commercial businesses on this property in the middle of a high end residential neighborhood which would create a very bad mix. The reclassification of this land would decrease the property values of all the surrounding residential land owners. Putting a business on this property would increase the traffic to an intersection (Township/Crossover) that is already too busy. There is only one exit from two schools (Vandergriff and McNair) and it is through this intersection. The speed limit on this state highway 265 is 45 mph and by adding perhaps several hundred more cars per day turning in and out of driveways on this busy highway would certainly create a major safety hazard. To avoid the above problems and more we ask that the Fayetteville City Council reject this request to rezone this property.

Print Name	Signature	Address	Date
Diane Modisette	Diane Modisette	1925 E. Joyce Blvd.	7/12/13
June Hays	June Hays	2595 Firewood Dr.	7-12-13
Beverly Harrison	Beverly Harrison	2424 Boston Mtn View	7/12/13
Phyllis Eddins	Phyllis Eddins	1925 E. Joyce Blvd	7/12/13
Kent Fields	[illegible]	2455 E. Berth Oakes Lane	7/12/13
Danette Fields	Danette Fields	2455 E. Berth Oakes Lane	7/12/13
John A. Dominick	John A. Dominick	2340 N. Crossover	7/12/13
Linda Dominick	Linda Dominick	2340 N. Crossover Rd.	7/12/13
Betty F. Marinoni	Betty F. Marinoni	1370 E. Harold St	7/30/13
John Marinoni	John Marinoni	1370 E Harold St.	7/30/13
~~Marla Blake~~	1125 E 4th ST		
Marla Blake	Marla Blake	1125 E. 4th St	8-1-2013

08-02-13 A11:44 RCVD

08-02-

RUNNELS

Petition

We the undersigned, willingly sign this petition objecting to the rezoning of the property at 2468 N. Crossover Rd. The property is currently zoned RSF-2 (Residential Single Family, 2 units / acre). Rezoning to RO (Residential Office) would place commercial businesses on this property in the middle of a high end residential neighborhood which would create a very bad mix. The reclassification of this land would decrease the property values of all the surrounding residential land owners. Putting a business on this property would increase the traffic to an intersection (Township/Crossover) that is already too busy. There is only one exit from two schools (Vandergriff and McNair) and it is through this intersection. The speed limit on this state highway 265 is 45 mph and by adding perhaps several hundred more cars per day turning in and out of driveways on this busy highway would certainly create a major safety hazard. To avoid the above problems and more we ask that the Fayetteville City Council reject this request to rezone this property.

Print Name	Signature	Address	Date
KIM WRay		3397 E Township	8/1
Scott Wray		3397 Township	8-1-13
BYRON ZEAGLER		3456 TOWNSHIP	8/1
Leslie Zeagler		3456 Township	8/1
TJ Cleveland		3433 Township	8/1
JOE Whitesides		3415 "	8/1
ROB RAMSEY		2458 Worthington Way	8/1
Thomas Flowers		2546 Fenwicke Crossing	8-1
CLII			

08-02-13A11:44 RCVD

Petition

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Print Name	Signature	Address	Date
E.L. LORIMER	E.L. Lorimer	2320 N. CROSSOVER, FAY, AR	7/11/13
RAMONA LORIMER	Ramona Lorimer	2320 N Crossover Rd Fay, AR	7-11-13
Catherine Kilgore	Catherine Kilgore	1690 N. Ramsey Ave., Fay, AR	7.11.13
Debbie Beikirch	[illegible]	1541 N. Star [illegible] Fay AR	7/11/13
Brian West	[illegible]	2232 N. Aspen Dr. Fay, AR	7/13/13
JAMES SALMON	[illegible]	2250 N. CROSSOVER, Fay. AR	7/13/13
Julie Wood	Julie A Wood	2232 N. Aspen Dr. Fay AR	7/13/13
LARRY FRENCH	[illegible]	2913 E. Shadowland Pl.	7-13-13
Ann French	Ann French	2791 Shagbark Bend	7-13-13
Wes Coates	[illegible]	2290 N. Crossover Rd	8-1
[illegible]	[illegible]	2270 N Crossover	[illegible]
Matthew Ksmine	[illegible]	2712 Mockernut Xing 72703	8-1
Leslie Cameron	[illegible]	2732 Mockernut 72703	8-1
[illegible]	[illegible]	2715 E Mockernut	8-1-13

08-02-13 A11:44 RECD

Petition

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Print Name	Signature	Address	Date
V.B. RUNNELS M.D.	V.B. Runnels	2396 CROSSOVER RD	7-21-2013
RAY HENRY	[illegible]	2885 E Township	7/23/13
Mary Jo Henry	Mary Jo Henry	2885 E. Township	7/23/13
BONNIE RUNNELS	Bonnie Runnels	2396 N. Crossover Rd	7/21/13
Nancy E BORBAS	Nancy E Borbas	825 Park Ave	7/25/13
Nancy L BARRS	[illegible]	1227 E 15th	7/25/13
MARSHA CRITTENDEN	Marsha Crittenden	1408 Elmwood	7-27-13
MARTHA SUTHERLAND	Martha Sutherland	1928 W. Harkell Hts	7/27/13
Gabriele Schafer	G. Schafer	828 Skyline Dr	7/27/2013
JOAN TRAFFAS	[illegible]	117 N. Skyline Dr	7/27/2013
ceri wilkin	[illegible]	318 ICA ST	7/27/2013
Kay DuVal	Kay DuVal	1131 N. Eastwood Dr.	7/27/2013
JUDY BRITTENUM	Judy Brittenum	2208 N. Sunoway Terrace	7/27/2013
Joseph Candido	[illegible]	15 West Davidson St.	7/27/2013
Anne Marie Candido	Anne Marie Candido	15 West Davidson St.	7/27/2013
Paul LeBlanc	Paul LeBlanc	2842 N. Stanton Ave	7/27/2013
MAXINE LEBLANC	Maxine LeBlanc	2842 N. Stanton Ave.	7/27/2013
Sara Ward	Sara Ward	617 N. Fallin Ave	7/30/2013
Mike Yates	[illegible]	2431 N. Candlewood	7/31/2013
Sandy Yates	Sandy Yates	2431 N. Candlewood	7/31/2013
Murphy R. Taylor	Murphy R. Taylor	2400 Crossover	7/31/2013
Betty N. Taylor	BETTY N. TAYLOR	2400 CROSSOVER Rd.	7-31-2013
TED RUNNELS	[illegible]	2396 CROSSOVER Rd	7/31/2013
CASS RUNNELS	CB Runnels	2396 CROSSOVER Rd	7/31/2013

08-02-13 A11:45 RCVD

Petition

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Print Name	Signature	Address	Date
KATHY DAVIS	Kathy Davis	2339 N Turner Oaks	8/1/13

08-02-13A11:45 RCV

Petition

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Print Name	Signature	Address	Date
Jeremiah Mitchell		3747 E. Lexus Dr Fayetteville AR	7/24/13
Tana White	Tana White	1341 N. Eastwood Dr. Fayville	72703 07/24/13
John Henley	John Henley	6425 West Pagosa Pl	72704
Will Lassiter		3796 West Lilac Dr, Fayetteville, AR	72704
PAUL PROVAZNIK		1100 N. College, Fayetteville AR	72703
David Williamson		890 S. Washington Ave	72701
LONA FOX		3031 N. APATITE DR	72704
Chris Dillon		1923 W. Ora Fayetteville AR	72701
John D. Ginger		4447 E Bridgewater Ln. Fayetteville	
Doliza Reyes-Bibbs		2415 N. Candlewood Drive Fay 72703	72703
Jenny Brandt		2581 N. Firewood DR 72703	7/24/13
William Brandt		2581 N. Firewood DR 72703	7/24/13

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08-02-1

Petition

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Print Name	Signature	Address	Date
WALLY MATTHEWS	Wally M	1000 S. COLLEGE	7/28
Kyra Ramsey	Kyra R	2458 Washington Ave	7/28
Susan Lane	Susan Lane	1602 E. Devonshire A	7/29
Linda Fritz	Linda Fritz	1625 E. Devonshire Pl. Fay	7/30
JOHN BORBAS	John Borbas	825 PARK AVE FAY AR	7/31
Barb Singleton	Barb Singleton	1793 E. Manchester 72703	7/31
E. Mitchell Singleton	E. Mitchell Singleton	1793 E Manchester Dr 72703	7/31

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08-02-13A11

Gmail by Google

Bonnie Runnels <bonnierunnels@gmail.com>

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CITY CLERK'S OFFICE

Zoning Change on Crossover Rd.

4 messages

Bonnie Runnels <bonnierunnels@gmail.com> Sat, Aug 3, 2013 at 1:11 PM
To: phenry@nwark.com Mayor Lioneld Jordan and Aldermen.

I am writing about my concerns in the attempt for rezoning on Crossover Rd. near the Township intersection. As you are all aware of the traffic problems that exist here with the backed up lanes and turning problems it is a dangerous area now. I feel that putting offices or businesses in this residential area will bring more problems. We hear screeching sounds many times during the day from cars who are speeding and slamming on their brakes to avoid accidents. Of course when school is in session the traffic is more of a problem and the safety issues are increased.
It seems that there are plenty of empty office buildings, restaurants, etc. in this town so this doesn't seem to be a great need in our area. It also is not compatible with neighborhoods who have enough congestion on their streets where many children are walking to and from school. The turning out of businesses with the boulevard involved (turnings lanes)will add to the already heavy congestion.

Another concern of mine is why the planning commission would go against the paid professional planners who suggested this not be approved. I would like to know their reasoning for their decision.

I appreciate the design of the highway to have a boulevard look and some greenspace. It makes a more pleasant look for our town rather than some of our busy thoroughfares where upkeep and empty buildings are not maintained. If you will look at what has happened(see attached photo) where rezoning has already taken place it has turned a once lovely roadway into a used car lot. Possible two or three story businesses with dumpsters, etc. backing up to our homes does not seem compatible with family neighborhoods.

I thank you for listening to my concerns and appreciate the time you put in to help our town and neighborhoods grow into a more pleasant and well thought out community.

Bonnie Runnels

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Print Name	Signature	Address	Date
Rebecca Gittenden	Rebecca Gittenden	2430 E. Magnolia Drive	7/29
Leslie Ferguson	Leslie C. Ferguson	3525 E. Madison Dr.	8/2-13
James F. Moore	James F. Moore, MD	816 Canterbury Fay. AR 72701	8-5-13
Mary Ellen Moore	Mary Ellen Moore	816 Canterbury Rd Fay. AR	8-5-13
Margot Heinzelmann	Margot Heinzelmann	1737 Appleberry Dr. Fay	8/5/13
Pete Heinzelmann	Pete Heinzelmann	" " "	" "

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Print Name	Signature	Address	Date
STEVEN GARRISH		2265 N. COVINGTON PARK	8/4/13
Leif Nielsen		5408 E. Appalachian Way, 72703	8/4/13
Kurt Wallace		1380 E. Ash St. Fay. 72703	8/4/13
Tammy Garrish		2265 N. Covington Park, Fay 72703	8/4/13
Ronomi Cason		3957 E ~~Township~~ CASON Fay 72701	8/4/13
Clyde Cason		3951 E. Caston Fay 72701	8/4/13
Carey Nielsen		5408 E Appalachian Way Fay 72703	8/4/13
Greg Stutts		621 N. Razorback Rd. 72701	8/4/13
Matt Herndon		415 W Holly St 72703	8/4/13
Clint Morris		1308 Crestwood Dr 72701	8/4/13
Natalie Morris		1308 Crestwood 72701	8/4/13
~~Cass Runnels~~		~~1303 Campbell Lane 72703~~	~~8/4/13~~
DARREN BECKHAM		849 E. WINDY HILL 72703	8/4/13

from another page

Sondra Smith - Re: Aug 6th agenda

From: Lisa Branson
To: Jordan, Lioneld; Olsen, Barbara; Smith, Sondra
Date: 8/5/2013 8:47 AM
Subject: Re: Aug 6th agenda
CC: Adams, Rhonda; Beeks, Jesse; Broyles, Lana; City Clerk; Johnson, Kimberly

---

Yes, I will let Sondra and the Mayor know that A. 8 Landers Toyota of Little Rock needs to be removed from the agenda.

Have a nice day!
Lisa

>>> Barbara Olsen 8/5/2013 8:28 AM >>>
Can we pull one of our items off consent for two Toyota Tacoma pickups?

We just found out on Friday that the order window has closed and they are no longer available. When the new state contract comes out, they may be on the contract but the price will not be the same.

Sorry,

Barbara

Fleet Operations Support Manager
City of Fayetteville, AR

479-444-3485
bolsen@ci.fayetteville.ar.us

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

From: Jeremy Pate
To: Smith, Sondra
Date: 8/6/2013 8:19 AM
Subject: Fwd: Petition on rezoning acreage on 265

Sondra,
I just wanted to let you know this, since your office received the actual petition.

-Jeremy

>>> John Marinoni <tibbolt@sbcglobal.net> 8/5/2013 7:25 PM >>>
Dear Mr. Pate:
We recently signed a petition opposing the rezoning of acreage on 265. We have since learned more of the facts surrounding the issue and we both want to withdraw our names from that petition.
The property in question is the Jerry Jones property. Let us know if you need any more information or if we need to contact someone else about this.
John and Betty Marinoni

From: paul henry <phenry@nwark.com>
To: Justin Tennant <ward3_pos1@ci.fayetteville.ar.us>
Date: 8/19/2013 9:19 PM
Subject: Convington signatures of petition
Attachments: rezonepetittion.docx

Mr Tennant

This is an attempt to get the information to you from 44 more of your constituents in your ward regarding the proposed zoning change on crossover.

I have collated the names that were submitted back and coped it to the petition that was sent to them

I am not sure how valid that they are in this digital age but did not feel that any more of their personal info i.e. emails addresses need to go further than my box at this point. I also edited out some personal comments that were included in the responses.

In light of the change in request from RO to neighborhood district, I suspect that we will have to get new signatures because this is protesting RO, but wonder if it does not mean Mr Israel has to go back to the starting point also, back to the planning commission?

Thanks for you time and interest

Thanks again

Paul Henry
phenry@nwark.com

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council
Sondra Smith, City Clerk

CC: **Don Marr**, Chief of Staff
Paul Becker, Finance Director

FROM: **Kit Williams**, City Attorney

DATE: **August 1, 2013**

RE: **Election Bond Ordinance**

We caught some typos in the Bond Election Ordinance which have now been corrected in the copy attached to this memo. Assistant City Attorney, Jason Kelley, will read this final correct version of the Bond Election Ordinance word for word at your City Council meeting on August 6th since I will be out of state.

As I requested during the Agenda Session, please leave this Ordinance on the first or second reading so that it will have plenty of public exposure before your possible vote on August 20th.

ORDINANCE NO. _____

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF THE ISSUANCE BY THE CITY OF (1) NOT TO EXCEED $1,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS, SERIES 2003, (2) NOT TO EXCEED $6,900,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH THE RENOVATION AND EXPANSION OF WALTON ARTS CENTER, AND (3) NOT TO EXCEED $3,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH A PROPOSED REGIONAL PARK; PLEDGING THE PROCEEDS FROM THE EXISTING ONE PERCENT (1.00%) HOTEL, MOTEL AND RESTAURANT GROSS RECEIPTS TAX ORIGINALLY LEVIED BY ORDINANCE NO. 2310 TO THE PAYMENT OF THE REFUNDING BONDS AND CAPITAL IMPROVEMENT BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, under the authority of Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act") and pursuant to Ordinance No. 2310 adopted on March 1, 1977, and as subsequently amended (the "Levying Ordinance"), the City has previously levied a one percent (1.00%) tax (the "A&P Tax") upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption; and

WHEREAS, under the authority of the Advertising and Promotion Commission Act and pursuant to the provisions of Ordinance No. 4488 adopted on May 20, 2003, the City has previously issued and there are presently outstanding $1,875,000 in aggregate principal amount of the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"), which Series 2003 Bonds are secured by the pledge of and lien upon the City's receipts of the A&P Tax; and

WHEREAS, the City's Advertising and Promotion Commission (the "Commission") by resolution adopted on May 13, 2013, has recommended that the City assist in (i) the completion of the proposed Walton Arts Center expansion and renovation (the "Walton Arts Center Improvements") and (ii) the acquisition, construction and equipping of a regional park (the "Park Improvements") through the issuance of its capital improvement bonds; and

WHEREAS, the Commission has determined and the City Council concurs that the Walton Arts Center is a cultural arts and entertainment facility and its expansion and renovation will constitute a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) §14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and

WHEREAS, the Commission has further determined and the City Council concurs that the City's proposed regional park will constitute a "public recreation facility" and "city park" within the meaning of Arkansas Code Annotated (2008 Repl.) § 26-75-606 and a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) § 14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and

WHEREAS, the City Council has determined that there is a critical need for a source of revenue to finance the Walton Arts Center Improvements and the Park Improvements, and that the receipts of the A&P Tax could be so utilized, but only upon refunding or redemption of the Series 2003 Bonds; and

WHEREAS, if approved by the electors of the City, the City has determined to issue (1) its refunding bonds in a principal amount not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) its capital improvement bonds in principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds') for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) its capital improvement revenue bonds in a principal amount not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements, which Refunding Bonds, Walton Arts Center

Bonds and Park Bonds are to be equally and ratably secured by a pledge of and lien upon the receipts of the A&P Tax; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance by the City of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1: That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Advertising and Promotion Commission Act and Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act"), and subject to approval by the electors of the City as provided in Section 2 below, there is hereby authorized the issuance of (1) the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds in the aggregate principal amount of not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $6,900,000 (the "Walton Arts Center Bonds") for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements. Any bonds approved by the electors of the City may thereafter be issued in one or more series from time to time in an aggregate principal amount not to exceed the respective principal amount(s) approved by the City's electors. Such bonds as are issued by the City will be secured on a parity basis by a pledge of and a lien upon the receipts of the A&P Tax.

Section 2: That there be, and there is hereby called, a special election to be held on Tuesday, November 12, 2013, at which election there shall be submitted to the electors of the City the questions of the issuance of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds.

Section 3: That the questions shall be placed on the ballot for the special election in substantially the following forms:

Question One:

> There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of refunding bonds in a principal amount not to exceed $1,500,000 (the "Refunding Bonds"), pursuant to Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of refunding the City's outstanding

Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in a principal amount not to exceed $1,500,000 .....☐

AGAINST the issuance of Refunding Bonds in a principal amount not to exceed $1,500,000 .....☐

Question Two:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in a principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of the expansion and renovation of the Walton Arts Center located within Fayetteville, (the "Walton Arts Center Improvements"). If the issuance of the Walton Arts Center Bonds is approved, the Walton Arts Center Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Walton Arts Center Bonds in a principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements.....☐

AGAINST the issuance of Walton Arts Center Bonds in a principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements .....☐

Question Three:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $3,500,000 (the "Park Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of constructing and equipping a regional park owned by and located within the City of Fayetteville, which may include baseball fields, soccer fields and related facilities (the "Park Project"). If the issuance of the Park Bonds is approved, the Park Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Park Bonds in a principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of constructing and equipping the Park Improvements.....☐

AGAINST the issuance of Park Bonds in a principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of constructing and equipping the Park Improvements .....☐

Section 4: That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Advertising and Promotion Commissions Act or the Tourism Revenue Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in a newspaper of general circulation within the City, the publication to be not less than ten (10) days prior to the date of the election.

Section 5: That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in a newspaper of general circulation within the City. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 6: That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Refunding Bonds, the Walton Arts Center Bonds and/or the Park Bonds are approved by the electors, to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 7: That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8: That it is hereby ascertained and declared that there is a critical need to obtain an additional source of revenue to finance needed capital improvements, including the Walton Arts Center Project and the Park Project, all in order to promote and protect the peace, health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 6, 2013

A meeting of the Fayetteville City Council will be held on August 6, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the July 16, 2013 City Council meeting minutes.

2. **Arkansas State Highway and Transportation Department:** A resolution to approve an Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department and to approve the attached budget adjustment of $75,000.00.

3. **2013 ADEQ E-Waste Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of $25,000.00 for an E-Waste coupon redemption program, and approving a budget adjustment.

4. **Bid #13-38 General Construction Solutions, Inc.:** A resolution awarding Bid #13-38 and approving a contract with General Construction Solutions, Inc. in the amount of $108,982.00 for construction of sanitary sewer repairs in the vicinity of the Cliffs Apartments due to Spring 2011 flooding, approving a $10,000.00 project contingency, and approving a budget adjustment.

5. **Bid #13-39 Goodwin & Goodwin:** A resolution awarding Bid #13-39 and approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, approving a project contingency of $125,000.00, and approving a budget adjustment.

6. **Bid #13-37 Pick-It Construction, Inc.:** A resolution awarding Bid #13-37 and approving a contract with Pick-It Construction, Inc. in the amount of $403,987.00 for construction of pool building renovations at Wilson Park, and approving a fifteen percent (15%) project contingency.

7. **Crafton Tull Amendment #1:** A resolution approving Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed $15,000.00, and approving a budget adjustment.

8. **Landers Toyota of Little Rock:** A resolution authorizing the purchase of two (2) Toyota Tacoma pickup trucks in the total amount of $48,838.00, pursuant to a state procurement contract, from Landers Toyota of Little Rock for use by the Transportation and Water & Sewer divisions, and approving a budget adjustment.

9. **George Nunnally Chevrolet of Bentonville:** A resolution authorizing the purchase of two (2) Chevrolet Tahoes in the total amount of $57,110.00, pursuant to a state procurement contract, from George Nunnally Chevrolet of Bentonville for use by the Fire Department and the Solid Waste Division, and approving two (2) budget adjustments.

10. **Arkansas State Highway Department Safe Routes to School Grant:** A resolution authorizing acceptance of an Arkansas State Highway and Transportation Department Safe Routes to School Grant in the amount of $81,248.00 to be utilized for construction of a pedestrian bridge along Salem Road connecting Holcomb Elementary and Holt Middle School, and approving a budget adjustment.

11. **Aircraft Passenger Stairs:** A resolution approving a budget adjustment in the amount of $3,500.00 to provide for an increase in the project budget for the purchase of aircraft passenger stairs for Fayetteville Executive Airport-Drake Field.

B. Unfinished Business: None

C. Public Hearing:

1. **Raze and Removal 515 E. Township Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Marshall Aaron Mahan located at 515 E. Township Street in the City of Fayetteville, Arkansas.

D. New Business:

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance.

2. **ADM 13-4408 (Bicycle Parking Code Amendments):** An ordinance to amend §172.10 Bicycle Parking Rack Requirements (D)(2)(e) to reduce the minimum clearance to a fire hydrant from 15 feet to 6 feet.

3. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates by enacting a new subsection (N) Electric Vehicle Charging Station.

4. **RFP #13-07 Everbridge, Inc.:** A resolution awarding RFP #13-07 and approving a contract with Everbridge, Inc. for the provision of emergency notification services, and approving a budget adjustment in the amount of $32,000.00.

5. **Special Election for HMR Bonds:** An ordinance calling and setting a date for a special election on the questions of the issuance by the City of (1) not to exceed $1,500,000 of Hotel and Restaurant Gross Receipts Tax Refunding Bonds for the purpose of refunding the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003, (2) not to exceed $6,900,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with the renovation and expansion of Walton Arts Center, and (3) not to exceed $3,500,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with a proposed Regional Park; pledging the proceeds from the existing one percent (1.00%) Hotel, Motel and Restaurant Gross Receipts Tax originally levied by Ordinance No. 2310 to the payment of the Refunding Bonds and Capital Improvement Bonds; prescribing other matters pertaining thereto; and declaring an emergency.

E. City Council Agenda Session Presentations:

1. **2012 Audit Management Letter Report –** Tony C. Uth, Jr., Audit Committee Chair

2. **Budget Reserves Discussion –** Paul Becker, Finance Director

F. City Council Tour:

G. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

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

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~7/16/2013~~ 8/6/13
City Council Meeting Date
Agenda Items Only

Matt Mihalevich MM	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

A resolution approving an Agreement of Understanding and authorizing the Mayor to sign additional contracts with the Arkansas Highway and Transportation Department as necessary to utilize $75,000.00 in federal-aid funds through the Arkansas Recreational Trails Program for the construction of the Lake Fayetteville Trail Connector; and approving a budget adjustment to recognize the revenue.

$ 75,000.00	$0.00	Trail Development
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5814.05	$0.00	Trail Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02016.1303	$0.00	Sales Tax Cap Imp
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director	6-27-13 Date	Previous Ordinance or Resolution #	158-12
City Attorney	06.27.2013 7-23-13 Date	Original Contract Date:	8/7/2012
Finance and Internal Services Director	6/28/13 Date	Original Contract Number:	
Chief of Staff	6/30/13 Date	Received in City Clerk's Office	6-27-13 A11:02 RCVD
Mayor	7/1/13 Date	Received in Mayor's Office	ENTERED 6/28/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

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

From: Matt Mihalevich, Trails Coordinator MM

Date: June 18th, 2013

Subject: Agreement of Understanding - Recreational Trails Program Grant

RECOMMENDATION:

Approval of an Agreement of Understanding and authorizing the Mayor to sign additional contracts with the Arkansas Highway and Transportation Department as necessary to utilize $75,000.00 in federal-aid funds through the Arkansas Recreational Trails Program for the construction of the Lake Fayetteville Trail Connector along the north side of the Marina to the North Shore Disc Golf Area; and approving a budget adjustment to recognize the revenue. A willingness to apply for this grant was approved on August 7th of 2012 by resolution 158-12.

PROPOSAL:

The proposed ½ mile section of paved trail is planned along the south side of the existing park road along the north side of the Marina connecting to the North Shore Disc Golf Area. Currently this section of road is shared between trail users and vehicles presenting safety concerns especially as the use of the Lake Fayetteville continues to increase. The northern portion of Lake Fayetteville Trail including this section of trail will be part of the 36-mile Razorback Regional Greenway and this project would bring this section of trail up to the quality standards of the rest of the Greenway. Since this section of trail is part of the Razorback Regional Greenway, the project may also be eligible for additional private funding.

BUDGET IMPACT:

The terms of this grant require a 20% match of the total project cost, or $15,000.00. The Agreement of Understanding obligates the City to pay $15,000 toward the trail project. Upon receipt of an official Notice to Proceed from the Arkansas Highway and Transportation Department, the project will be reimbursable at a rate of 80% up to the total grant amount of $75,000. The total project cost is estimated at $200,000 so the City's total cost for the project is estimated to be $125,000 to be funded through the Trail Development Capital Improvement Program.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING BETWEEN THE CITY OF FAYETTEVILLE AND THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT AND TO APPROVE THE ATTACHED BUDGET ADJUSTMENT OF $75,000.00

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 approves the attached Agreement of Understanding between the City of Fayetteville and The Arkansas State Highway and Transportation Department and approves the attached budget adjustment of $75,000.00.

PASSED and **APPROVED** this 6th day of August 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Transportation Services Department: Transportation Services	Request Date	Adjustment Number
2013		7/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The Arkansas Highway Commission approved the City's application for Federal-aid Recreational Trails Program funding in the amount of $75,000 for the construction of the section of Lake Fayetteville Trail near the Marina. This is an 80/20 matching reimbursement grant.

Terry 2 Gulley	6-27-13	Division Head — Date
[illegible]	6 [illegible]	Budget Director — Date
Terry 2 Gulley	6-27-13	Department Director — Date
Marsha Hartwick	6/28/13	Finance Director — Date
[illegible]	6/30/13	Chief of Staff — Date
Lionell Jordan	7/1/13	Mayor — Date

Prepared By: ttaylor

Reference:

Budget & Research Use Only

Type: A B C D E P

General Ledger Date

Posted to General Ledger — Initial — Date

Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT 75,000 75,000

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Federal Grants-Capital	4470.0947.4309.00	RI		75,000	02016 . 1303
Trails	4470.9470.5814.05	EX	75,000		02016 . 1303

RESOLUTION NO. 158-12

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS FUNDS AND AUTHORIZING APPLICATION FOR A 20% LOCAL MATCH GRANT THROUGH THE ARKANSAS RECREATIONAL TRAILS PROGRAM IN AN AMOUNT UP TO $100,000.00 FOR CONSTRUCTION OF A SECTION OF LAKE FAYETTEVILLE TRAIL

WHEREAS, the City of Fayetteville understands Federal-Aid Recreational Trails funds are available in an amount up to $100,000.00 at 80% federal participation and 20% local match to develop or improve Lake Fayetteville Trail; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Fayetteville understands that there will be no reimbursement for any work accomplished prior to the issuance by the Arkansas State Highway and Transportation Department of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville.

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 determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the Lake Fayetteville Trail project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas State Highway and Transportation Department to initiate action to implement this project.

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

APPROVED:

By: Lionel Jordan
LIONELD JORDAN, Mayor

ATTEST:

By: Sondra E. Smith
SONDRA E. SMITH, City Clerk/Treasurer

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

100 YEARS SERVING ARKANSAS SINCE 1913
ARKANSAS STATE HIGHWAY COMMISSION

ARKANSAS STATE HIGHWAY COMMISSION

P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone: (501) 569-2000 • Voice/TTY 711 • Fax: (501) 569-2400
www.ArkansasHighways.com

John Ed Regenold
Chairman
Armorel

John Burkhalter, P.E.
Vice Chairman
Little Rock

Dick Trammel
Rogers

Thomas B. Schueck
Little Rock

Robert S. Moore, Jr.
Arkansas City

Scott E. Bennett, P.E.
Director of
Highways and Transportation

May 2, 2013

Mr. Matt Mihalevich
Trails Coordinator
City of Fayetteville
113 W Mountain Street
Fayetteville, AR 72701

Dear Mr. Mihalevich:

Reference is made to your application for trail development funding through the Arkansas Recreational Trails Program. Your project, Lake Fayetteville Trail Connector, has been approved to receive up to $75,000 in Federal funding.

The Arkansas State Highway and Transportation Department (AHTD) will host a project administration workshop on Thursday, May 23, 2013, starting at 1:00 p.m. The steps necessary to develop and implement your project will be outlined in detail during the workshop. It is extremely important that someone familiar with your project attend this session. The workshop will be held in the auditorium of the AHTD headquarters building. We are located in southwest Little Rock at Exit 130 along Interstate 30.

We look forward to working with you to develop this project. If you have any questions regarding the Arkansas Recreational Trails Program or the workshop, please call Bill Bastress at (501) 569-2209.

Sincerely,

Scott E. Bennett

Scott E. Bennett
Director of Highways
and Transportation

c: Highway Commission
Deputy Director and Chief Engineer
Assistant Chief Engineer – Planning
Planning and Research
District 4

BOGEY DR
TURNER ST
LAKEVIEW DR
OAK MANOR CIR
Lake Fayetteville Multi-Use Trail
North Shore Disc Golf
SHORELINE DR
TURNER RD
LAKE FAYETTEVILLE RD
PUBLIC 1203
Existing Trail/Shared Road
Proposed Multi-use Trail
Marina
Lake Fayetteville Multi-Us
N
Legend
Proposed Lake Fayetteville Trail
Existing Multi-Use Trail
Fayetteville City Limits
Fayetteville
ARKANSAS
0 80 160 320 480 640 800
Feet
Recreational Trails Program
Preliminary Site Plan
Proposed Lake Fayetteville Trail Connection
2,154 Linear Feet

AGREEMENT OF UNDERSTANDING

BETWEEN

CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U. S. Department of Transportation
Federal Highway Administration

RELATIVE TO

Implementation of Job 040656, Lake Fayetteville Trail Connector (hereinafter called "Project"), as a recreational trail development or improvement project.

WHEREAS, the Arkansas State Highway Commission has made available 80% Federal-aid funds for certain recreational trail projects; and

WHEREAS, the City of Fayetteville (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, funding participation for each phase of the project will be as follows subject to a limit of $75,000 maximum Federal-aid approved for the project:

	Federal %	Sponsor %	
Project Design:	-0-	100%	
Utilities/Right of Way:	-0-	100%	
Project Inspection:	-0-	100%	
Project Construction:	80%	20%	;and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the project; and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

WHEREAS, the Sponsor understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will require the Sponsor to adhere to the General Requirements for Recipients and Sub-recipients Concerning Disadvantaged Business Enterprises as stated on Attachment A; and

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. The City of Fayetteville does not waive its sovereign statutory immunity, but acknowledges that the City has full legal responsibility for the proper design, construction, maintenance and operation of the Lake Fayetteville Trail Connector as described as AHTD job number 040656. The City acknowledges that the Highway Department and Highway Commission have no duty or responsibility to users of this City trail, and therefore can have no liability related to the design, construction, maintenance or operation of this City trail. If the Arkansas Claims Commission ever grants a claim against the Highway Department or Highway Commission for any injury or damage to a person using the Lake Fayetteville Trail Connector during the duration of the Recreational Trails Program job number 040656, the City of Fayetteville agrees to pay this claim for the Highway Department or Highway Commission.

2. All Sponsors must review their application to ensure that the Scope of the project is accurate and the proposed budget is accurate. See Attachment B which must be completed and sent to the Department to ensure current scope and budget is accurate.

3. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials. Be responsible for the inspection and certification of all work in accordance with the plans and specifications for the Project and to retain all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. A statement in writing must be submitted to the Department when the Project is completed. The Sponsor shall retain **all records for three years** upon completion of the project in accordance with the requirements of 49 CFR; Subtitle A, Part 18, Subpart C, Section 18.42 – (See Attachment C for retention and access requirements for records). The date of completion of the project will be construed as the check date of the final payment submitted to the Sponsor by the Department.

4. If the project awarded is in excess of $25,000 Attachment D needs to be completed and returned to the Department. Attachment D pertains to the Federal Funding Accountability and Transparency Act (FFATA).

5. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

   The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna Nelson, Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2235, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

   This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

6. Be responsible for its portion of the total project cost, which will include project design, construction inspection services, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.

7. Provide a copy of the registered deed or an appropriate certification stating the Sponsor has a clear and unencumbered title to any right-of-way to be used for the project and the land is accessible to the general public for public recreational purposes (See Attachment E).

8. Private or Non – Profit Organizations must review and submit Attachment F with all documents requested to the Department. No order to proceed will be granted to these organizations without the documents being submitted in full.

9. Request review from the Arkansas Historic Preservation Program (AHPP) (See Attachment G). Then, forward AHPP's approval to the Department.

10. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**

11. If the project is to be advertised, for bids, it must be done in accordance with State and Federal procedures as shown in Attachment H. Bids are necessary for any goods, materials, or labor totaling $25,000 or more.

12. Prepare plans, specifications, and a cost estimate for construction bid process. These plans will be reviewed by the Department at the Pre-Construction Conference and these records need to be maintained by the Sponsor for three years after the completion date of the project. A registered licensed professional engineer, architect, or landscape architect must sign the plans and specifications for the project for any project over $25,000. For any project under $25,000, the Sponsor's legal representative must countersign the plans. (See Attachment I for certification letter requesting concurrence in award of the contract to be sent to the Department).

13. Be responsible for 100% of any and all expenditures which are declared non-participating in Federal funds, including awards by the State Claims Commission.

14. Be responsible for 100% of all project costs incurred should the project not be completed as specified. Repay to the Department the Federal share of the cost of any portion of this Project if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures.

15. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior written approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the project as stated in the approved Project application;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of the project due to the Project's obsolescence.

16. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of future Federal-aid funds. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's gasoline tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.

17. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.

18. Repay all Federal funds if this is determined necessary for any reason.

19. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.

20. Notify the Department upon completion of various phases of the work in order that a Department representative may review the project before any payments for such work are made to the Contractor. Once the Sponsor makes payments to suppliers and visible progress has been made toward the completion of the Project an on-site inspection of the Project may be requested by the Sponsor. No reimbursement will be made by the Department without an on-site inspection of the Project.

21. **Provide the Department with all necessary documentation** including a resolution of support from the Sponsor's governing body, approval from the State Historic Preservation Officer, proof of ownership, revised budgets and changes of the scope of the job, plans and specifications, and permits or rulings from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Environmental Protection Agency, or other applicable agencies **within one calendar year of the date this Agreement of Understanding is signed by the Director of the Arkansas State Highway and Transportation Department. Extensions will not be granted. Funding for a project failing to provide this documentation will be withdrawn and will be allocated to other eligible recreational trail projects.**

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project approval and acceptance.

2. Review and approve environmental, archeological, wetland, or other necessary clearances and if proper documentation is provided and review of the land warrants than environmental clearance will be provided.

3. Review plans and specifications for the Project.

4. Advise the Sponsor when to proceed with construction of the Project.

5. Review and approve any necessary change orders for Project eligibility, regardless of funding source.

6. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

7. Reimburse the Sponsor for all legitimate, documented costs in accordance with the final executed contract.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____

day of _____, 20___.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT	CITY OF FAYETTEVILLE
_____	_____
Scott E. Bennett Director of Highways and Transportation	Lioneld Jordan Mayor of Fayetteville

Arkansas State Highway and Transportation Department

Notice of Nondiscrimination

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna Nelson, Section Head-EEO/DBE (ADA/504/Title VI Coordinator), P.O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: EEO/DBE_Section_Head@ahtd.ar.gov.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

August 6th, 2013
City Council Meeting Date
Agenda Items Only

Brian Pugh	Solid Waste and Recycling	Transportation Services
Submitted By	**Division**	**Department**

Action Required:

Resolution Authorizing Accepting a 2013 ADEQ E-waste grant for $25,000 for an E-waste Coupon Redemption Program and approving a budget adjustment to recognize the revenue.

$ -	$ 25,000.00	Solid Waste E-Waste Grant (ADEQ)
Cost of this request	Category / Project Budget	Program Category / Project Name
5500.5080.xxxx.xx	$ 1,010.21	Solid Waste Improvements
Account Number	Funds Used to Date	Program / Project Category Name
33028 / 1302	$ 23,989.79	Solid Waste
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 7-18-13

City Attorney — Date: 7-18-13

Finance and Internal Services Director — Date: 7-19-2013

Chief of Staff — Date: 7-19-13

Mayor — Date: 7/22/13

Previous Ordinance or Resolution # 98-13

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 07-13-13 P03:34 R

Received in Mayor's Office ENTERED 7/19/13

Comments:
Grant: BMT01-13EW

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Terry Gulley, Transportation Director TG

From: Brian Pugh, Solid Waste and Recycling

Date: July 19th, 2013

Subject: Resolution Authorizing Accepting 2013 ADEQ E-Waste Grant for $25,000 for an E-Waste Coupon Redemption Program and approving a budget adjustment for the grant funds.

RECOMMENDATION

Fayetteville City Administration recommends accepting a 2013 Arkansas Department of Environmental Quality (ADEQ) E-waste grant for $25,000 for an E-waste coupon redemption program and approving a budget adjustment for the grant funds.

BACKGROUND

The Arkansas Department of Environmental Quality administers the Arkansas Computer and Electronic Recycling Grants Program and utilizes the Regional Solid Waste Management Districts to help administer the grant program. For our region we will be applying through the Boston Mountain Solid Waste District. Municipalities are eligible and encouraged to apply for grants with this program. Applications were accepted through May 1st by Boston Mountain and funds are now eligible to awarded recipients through ADEQ. Fayetteville applied for a similar grant at the end of 2012. Resolution 98-13 was approved through Council to apply for the grant.

DISCUSSION

The program continues the partnership with the Washington County Office of Environmental Affairs and will print more e-waste recycling coupons which can be redeemed at the Washington County HHW site in south Fayetteville where the e-waste is collected for recycling. The current charge for e-waste collected at this site is $5 per unit. The coupons will again be printed showing the $5 value for recycling of e-waste at the site. Distribution would begin in January 2014 after the existing coupons have been exhausted or expired. The coupons will be handed out at promotional events, given out in appreciation for volunteer service with the recycling program, the Mayor's booth at the Farmers Market on the square, school recycling events and many other City and County related events.

BUDGET IMPACT

The recycling grant awards are not matching grants, so no City funds are obligated with this request. A budget adjustment is being requested to recognize the grant revenue and the existing capital project that was created will be used.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A 2013 ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY E-WASTE GRANT OF $25,000.00 FOR AN E-WASTE COUPON REDEMPTION PROGRAM, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of $25,000.00 for an E-Waste coupon redemption program.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Solid Waste & Recycling Department: Transportation Services	Request Date	Adjustment Number
2013		7/18/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The City was awarded an E-Waste grant from the Arkansas Department of Environmnetal Quality to be administered through the Boston Mountain Solid Waste District for continuation of an E-waste coupon program. The grant will pay for printing of coupons for the program and also cover the recycling fee incurred though Washington County.

Terry L. Gulley	7-18-13	Prepared By:	Brian Pugh
Division Head	Date	Reference:	ggundlach Grant: BMT 01 - 13EW
	7-22-13	Budget & Research Use Only	
Budget Director	Date		
Terry L. Gulley	7-18-13	Type:	A B C D E P
Department Director	Date		
Paul A. Becker	7-22-2013	General Ledger Date	
Finance Director	Date		
	7-22-13	Posted to General Ledger	
Chief of Staff	Date		Initial Date
Lioneld Jordan	7/23/13	Checked / Verified	
Mayor	Date		Initial Date

		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		25,000	25,000	
State Grants-Operational	5500.0950.4302.01 RI		25,000	33028 . 1302
ADDOffice supplies/printing	5500.5080.5200.00 E>	900		33028 . 1302
Contract services	5500.5080.5315.00 E>	24,100		33028 . 1302

EXHIBIT
A

Boston Mountain Solid Waste District

July 18, 2013

City of Fayetteville
Solid Waste Division

Mr. Pugh,

I am pleased to inform you that ADEQ has approved your e-waste grant application and the funds have been received by the District. The funds were received June 26, 2013.

Grant BMT01-13EW was awarded $25,000 for the continuation of the e-waste recycling coupons.

Please remember that this project must begin by December 31, 2013, and all funds must be expended within three years from the date ADEQ awarded the funds.

If you have any questions please contact the District.

Thank you,

Robyn Reed

Robyn Reed
Director
Boston Mountain Solid Waste District

(479) 846-3005
(479) 846-4614 (fax)

11398 Bond Rd.
Prairie Grove, AR 72753-9345

www.bmswd.com

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6-Aug-13
City Council Meeting Date
Agenda Items Only

David Jurgens	Water and Sewer	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a construction contract with General Construction Solutions, Inc. for $108,982.00 for Construction of FEMA Project, Location 22 Sanitary Sewer, construction in the vicinity of the entrance to the Cliffs apartments to repair sewer line damage cause by flooding in the spring of 2011, Bid 13-38, approval of a $10,000 contingency, and approval of a budget adjustment.

$ 118,982	$ 452,410	FEMA 2011 Contracts
Cost of this request	Category / Project Budget	Program Category / Project Name
5400-5700-5315.00	$ 37,541	2011 FEMA
Account Number	Funds Used to Date	Program / Project Category Name
11020.5400	$ 414,870	Disaster/Replacement
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 19 July 13

City Attorney — Date: 7-19-13

Finance and Internal Services Director — Date: 7-22-2013

Chief of Staff — Date: 7-22-13

Mayor — Date: 7/28/13

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 07-19-13 A10:27 RCVD

Received in Mayor's Office ENTERED 7/19/13 PH

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF AUGUST 6, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director
Fayetteville Water and Sewer Committee

Date: July 15, 2013

Subject: Approval of construction contract with General Construction Solutions, Inc. for sewer construction to repair sewer line damage from flooding in the spring of 2011

RECOMMENDATION

City Administration recommends approval of a construction contract with General Construction Solutions, Inc. for $108,982.00 for Construction of FEMA Project, Location 22 Sanitary Sewer, construction in the vicinity of the entrance to the Cliffs apartments to repair sewer line damage cause by flooding in the spring of 2011, Bid 13-38, approval of a $10,000 contingency, and approval of a budget adjustment.

BACKGROUND

In spring 2011, the City experienced a period of extensive rainfall and suffered severe flooding. The incident was declared a national disaster by the President. Since the declaration, the City has been working with FEMA to obtain partial reimbursement of the costs incurred to respond to the event and to perform permanent repairs to infrastructure damaged by the event. FEMA will reimburse the City 75% of eligible costs. The State of Arkansas will reimburse the City 12.5% of eligible costs. The City's portion is also 12.5%, plus any costs for improvements.

The City's water and sewer systems experienced a wide variety of damage from the flooding, including some locations where the water or sewer lines completely washed out. Almost of these failures have been repaired using in-house crews. In order to meet the Federal Emergency Management Agency's (FEMA) requirements for reimbursement, eligible repairs must be completed within a certain timeframe.

DISCUSSION

This contract is to install 266 feet of 12" ductile iron sewer pipe and two manholes across the Cliffs driveway. The existing pipe is an old 10" clay pipeline with a very poor alignment. This project installs a 12" pipe to allow for future growth, and significantly improves the alignment. There are very challenging utilities and storm drainage conflicts in this area, and the excavation will be approximately 17 feet deep. These factors significantly increase the project difficulty. The City received three bids July 16th.

Bidder	Bid
General Construction Solutions, Inc.	$ 108,982.00
Fochtman Enterprises, Inc.	$ 190,940.00
Goodwin & Goodwin, Inc.	$ 189,473.00
Engineer's Estimate	$ 120,000.00

General Construction Solutions meets the bid requirements; staff recommends awarding the contract.

BUDGET IMPACT

Much of these project costs will be reimbursed by FEMA and the Arkansas Department of Emergency Management (ADEM). Costs above the FEMA/ADEM reimbursement will be covered by project 02017, Sanitary Sewer Rehabilitation.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-38 AND APPROVING A CONTRACT WITH GENERAL CONSTRUCTION SOLUTIONS, INC. IN THE AMOUNT OF $108,982.00 FOR CONSTRUCTION OF SANITARY SEWER REPAIRS IN THE VICINITY OF THE CLIFFS APARTMENTS DUE TO SPRING 2011 FLOODING, APPROVING A $10,000.00 PROJECT CONTINGENCY, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-38 and approves a contract with General Construction Solutions, Inc. in the amount of $108,982.00 for construction of sanitary sewer repairs in the vicinity of The Cliffs apartments due to Spring 2011 flooding and further approves a $10,000.00 project contingency.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Water & Sewer Maintenance Department: Utilities Director	Request Date	Adjustment Number
2013		7/15/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the FEMA Flood Damange project to cover the expenditures for the contract with General Construction Solutions for bores across the the entrance to the Cliffs apartments to repair sewer line damage cause by flooding in the spring of 2011. This contract is to install 266 feet of 12" ductile iron sewer pipe and two manholes across the Cliffs driveway. The existing pipe is an old 10" clay pipeline with a very poor alignment. This project installs a 12" pipe to allow for future growth, and significantly improves the alignment.

Division Head		Date
Budget Director	7-19-2	Date
Department Director	19Jul13	Date
Finance Director	Paul A. Becker 7-22-2013	Date
Chief of Staff	7-22-13	Date
Mayor	7/22/13	Date

Prepared By: Cheryl Partain djurgens

Reference:

Budget & Research Use Only

Type: A B C (D) E P

General Ledger Date

Posted to General Ledger — Initial — Date

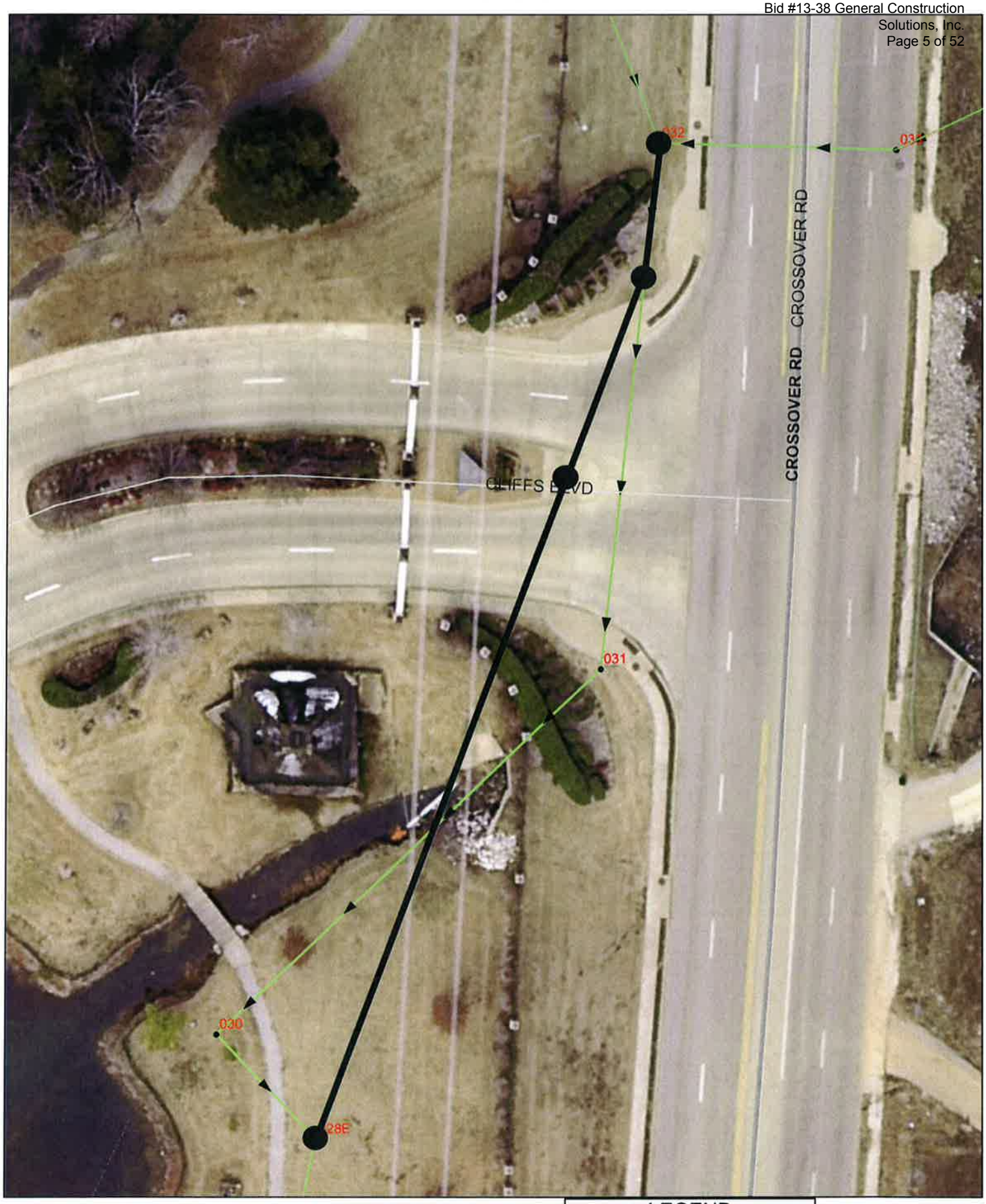
Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Contract services	5400.5700.5315.00	⇒	118,982	-	11020 . 5400
Sewer improvements	5400.5700.5815.00	⇒	(118,982)		02017 . 1

EXHIBIT A

Cliffs Sewer Line Replacement



0 15 30 60 90 Feet

LEGEND
New Sewer
Existing Sewer

NORTH

SECTION 0500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND GENERAL CONSTRUCTION SOLUTIONS, INC.

THIS AGREEMENT is dated as of the_____ day of _____ in the year 20_____ by and between the **CITY OF FAYETTEVILLE** and **GENERAL CONSTRUCTION SOLUTIONS, INC.**

1. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

FEMA PROJECT – LOCATION 22 SANITARY SEWER

2. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **60** calendar days. **GENERAL CONSTRUCTION SOLUTIONS, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **$500** for each calendar day thereafter that the **WORK** is not complete.

4. **GENERAL CONSTRUCTION SOLUTIONS, INC.** agrees to perform all of the WORK described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

   5.1 Invitation to Bid
   5.2 Information for Bidders
   5.3 Supplemental Information for Bidders
   5.4 Bid Proposal
   5.5 Bid Bond
   5.6 Agreement Between City of Fayetteville and General Construction Solutions, Inc.
   5.7 Performance and Payment Bond
   5.8 General Conditions
   5.9 Prevailing Wage Rates
   5.10 Notice of Award
   5.11 Notice to Proceed
   5.12 Project Manual
   5.13 Addenda Numbers: NONE.
   5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GENERAL CONSTRUCTION SOLUTIONS, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. **CITY OF FAYETTEVILLE** and **GENERAL CONSTRUCTION SOLUTIONS, INC.** each binds itself, it 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. **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, **GENERAL CONSTRUCTION SOLUTIONS, INC.** will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and GENERAL CONSTRUCTION SOLUTIONS, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to **GENERAL CONSTRUCTION SOLUTIONS, INC.** All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and **GENERAL CONSTRUCTION SOLUTIONS, INC.** or identified by Engineer on their behalf.

OWNER

CITY OF FAYETTEVILLE

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

ATTEST _____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

CONTRACTOR

GENERAL CONSTRUCTION SOLUTIONS, INC.

BY J. Holly Lyles

[CORPORATE SEAL]

ATTEST Ray M

Address for giving notices:

1951 Electric Ave.

Springdale, AR 72764

License No. 0214550414

Agent for service of process: _____

_____

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

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END OF SECTION 0500

The undersigned acting as incorporators of a corporation under the ARKANSAS BUSINESS CORPORATION ACT (ACT 958 OF 1987), adopt the following Articles of Incorporation of such Corporation:

First: **The name of the Corporation is:**

GENERAL CONSTRUCTION SOLUTIONS, INC.

Must contain the words "Corporation", Incorporated", "Company", "Limited", or the abbreviation "Corp.", "Inc.", "Co.," or "Ltd." or words or abbreviations of like import in another language.

Second: **The number of shares which the Corporation shall have the authority to issue is:**

*

100 share(s).

The par value of each share is 1

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value are as follows:

No. of Shares	Class	Series (if any)	Par Value Per Share Or Statement That Shares Are Without Par Value
100	A		$1.00

Third: **The street address of the initial registered office of this Corporation shall be located at:**

Street Address 1695 ELECTRIC AVE.

City: SPRINGDALE

State: AR **ZIP:** 72764-

and the name of the initial registered agent of this Corporation at that address is:

WES TAYLOR

Fourth: **The name and address of each incorporator is as follows:**

Name 1 WES TAYLOR

Address 1 1695 ELECTRIC AVE., SPRINGDALE, AR 72764

Name 2 DAVID FISHER

Address 2 PO BOX 570 BENTONVILLE, AR 72712

Name 3

Address 3

Fifth: **The nature of the business of the Corporation and the object**

or purposes proposed to be transacted, promoted or carried on by it, are as follows:

(a) **The primary purpose of the Corporation shall be:**

CONSTRUCTION.

(b) **To conduct any business enterprise not contrary to law.**

(c) **To exercise all of the powers enumerated in Section 4-27-302 of the Arkansas Business Corporation Act.**

Sixth: Executed this 25th day of January, 2010

Signature: DAVID FISHER

Title: INCORPORATOR
(Pres., other officer, Chairman of the Board or by incorporator pending elections of corporate officers)

A. 4
Bid #13-38 General Construction Solutions, Inc.
Page 12 of 52

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	
Date:	7/15/2013
P.O Number:	
Expected Delivery Date:	

Vendor Number: 21057	Vendor Name: General Construction Solutions, Inc.	Mail Yes:__ XX No:__	
Address: 1951 Electric Ave	Fob Point: Const Site Fayetteville AR	Taxable Yes:_ No:_XX_	Quotes Attached Yes:_____ No:___XX__
City: Springdale	State: AR	72764 Ship to code: 72701	Division Head Approval:
Requester: Cheryl Partain	Requester's Employee #: 2548	Extension: 8224	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Sewer Construction to Repair Sewer Line Damage	1	EA	108,982.00	$108,982.00	5400.5700.5315.00	11020.5400		
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		EA		$0.00				

Special Instructions:

Bid#13-35

Subtotal:	$108,982.00
Tax:	
Total:	$108,982.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

Fayetteville
ARKANSAS

BID: 13-38
DATE: 07/16/2013
TIME: 10:00 AM

Bid 13-38, Construction - FEMA Project, Location 22 Sanitary Sewer

				Fochtman Enterprises, Inc.		General Construction Solutions, Inc.		Goodwin & Goodwin, Inc.	
Line Item #	Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	$ 15,000.00	$ 15,000.00	$ 5,200.00	$ 5,200.00	$ 25,000.00	$ 25,000.00
2	Trench & Safety Systems	1	LS	$ 5,000.00	$ 5,000.00	$ 19,500.00	$ 19,500.00	$ 10,000.00	$ 10,000.00
3	Erosion Control	1	LS	$ 10,000.00	$ 10,000.00	$ 1,475.34	$ 1,475.34	$ 5,000.00	$ 5,000.00
4	12" SDR-26 PVC Sewer Pipe	61	LF	$ 200.00	$ 12,200.00	$ 96.98	$ 5,915.78	$ 125.00	$ 7,625.00
5	18" DIP Sewer Pipe, Protecto 401 Lined	206	LF	$ 300.00	$ 61,800.00	$ 207.06	$ 42,654.36	$ 230.00	$ 47,380.00
6	30" Diameter Steel Encasement, Direct Bury	42	LF	$ 400.00	$ 16,800.00	$ 266.54	$ 11,194.68	$ 500.00	$ 21,000.00
7	48" Diameter Manhole	2	EA	$ 3,500.00	$ 7,000.00	$ 2,687.66	$ 5,375.32	$ 3,500.00	$ 7,000.00
8	48" Diameter Manhole, Extra Depth	14	VF	$ 400.00	$ 5,600.00	$ 153.40	$ 2,147.60	$ 350.00	$ 4,900.00
9	Connect to Existing Manhole and Plug Existing Line	2	EA	$ 2,000.00	$ 4,000.00	$ 1,534.60	$ 3,069.20	$ 1,500.00	$ 3,000.00
10	Concrete Pavement/Sidewalk	12	SY	$ 600.00	$ 7,200.00	$ 104.78	$ 1,257.36	$ 500.00	$ 6,000.00
11	Fence Repair/Replacement	25	LF	$ 400.00	$ 10,000.00	$ 136.50	$ 3,412.50	$ 700.00	$ 17,500.00
12	Abandon Existing Manhole	2	EA	$ 3,000.00	$ 6,000.00	$ 1,301.63	$ 2,603.26	$ 1,000.00	$ 2,000.00
13	Plug and Remove Existing Sewer Line Stream Crossing	1	LS	$ 5,000.00	$ 5,000.00	$ 1,612.00	$ 1,612.00	$ 2,000.00	$ 2,000.00
14	Topsoil/Sod/Landscape Replacement	1	LS	$ 20,000.00	$ 20,000.00	$ 1,482.00	$ 1,482.00	$ 30,000.00	$ 30,000.00
15	Acceptance Inspection by CCTV	267	LF	$ 20.00	$ 5,340.00	$ 7.80	$ 2,082.60	$ 4.00	$ 1,068.00
				TOTAL	**$ 190,940.00**	TOTAL	**$ 108,982.00**	TOTAL	**$ 189,473.00**

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

CERTIFIED: P. Vice
P. VICE, PURCH MGR

Andrea Zorn
WITNESS

7/16/2013
DATE

SECTION 0310

BID PROPOSAL

LOCATION: **CITY OF FAYETTEVILLE, ROOM 306**
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701
DATE: **July 16, 2013 at 10:00 a.m. LOCAL TIME**

Proposal of: General Construction Solutions, Inc.

Address: 1951 Electric Ave.

Springdale, AR 72764

J. Wesley Lyle

Bid For: **CONSTRUCTION OF FEMA PROJECT – LOCATION 22 SANITARY SEWER**

Bid Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

BIDDER will complete the **Work** for the unit prices as listed in the **Bid Form**.

Total Base Bid as outlined on **Bid Form:**

One hundred eight thousand nine hundred eighty-two + 00/100 dollars
Amount in Words

$ 108,982.00
Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents. BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the Contract Time specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award**.

In submission of this **BID, BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA:** None

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID, BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID, BIDDER** represents, that 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. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE**.

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents.**

Attached to this **BID FORM** is the required Bid Security in the form of a Corporate Bid Bond or Cashier's Check in the amount of five (5) percent of the Total Bid Amount.

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 0500 - Contract.

TAXES

The **BIDDER** agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

Signature J. Wesley Lyle Title President

INSURANCE AND BONDING REQUIREMENTS

The **BIDDER** hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the **General Conditions**. If awarded a construction contract, the **BIDDER** agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

Signature J. Wesley Lyle Title President

MEASUREMENT AND PAYMENT

The Bidder hereby acknowledges that he/she has read and understands Section 0900 - Measurement and Payment completely prior to completing this Bid Form.

Signature J. Wesley Lyle Title President

The **BIDDER** agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the **Contract Documents** and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The **BIDDER** agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the **Contract Documents**.

BIDDER submitting this **BID** is:

☑ A Corporation, incorporated in the State of Arkansas

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

General Construction Solutions, Inc.
General Contractor (Firm Name)

J. Holy Lyle
Signed By

President
Title

7/16/2013
Date

1951 Electric Ave.
Address

Springdale AR 72764

(479) 751-8868 – (479) 751-7650
Telephone Number & Fax

0214550414
Contractor's License Number

SECTION 0310 - BID PROPOSAL

Item No.	Item Description	Approx. Qty.	Unit	Unit Price In Figures	Total
1	Mobilization	1	LS		
	five thousand two hundred dollars			$5,200.00	$ 5,200.00
2	Trench & Safety Systems	1	LS		
	nineteen thousand five hundred dollars			$19,500.00	$ 19,500.00
3	Erosion Control	1	LS		
	one thousand four hundred seventy five 34/100 dollars			$1,475.34	$ 1475.34
4	12" SDR-26 PVC Sewer Pipe	61	LF		
	ninety-six and no/100 dollars			$ 96.98	$ 5,915.78
5	18" DIP Sewer Pipe, Protecto 401 Lined	206	LF		
	two hundred seven 06/100 dollars			$207.06	$ 42,654.36
6	30" Diameter Steel Encasement, Direct Bury	42	LF		
	two hundred sixty-six 54/100 dollars			$ 266.54	$ 11,194.68
7	48" Diameter Manhole	2	EA		
	two thousand six hundred eighty-seven 66/100 dollars			$2687.66	$ 5375.32
8	48" Diameter Manhole, Extra Depth	14	VF		
	one hundred fiftythree 40/100 dollars			$153.40	$ 2,147.60

SECTION 0310 - BID PROPOSAL

Item No.	Item Description	Approx. Qty.	Unit	Unit Price In Figures	Total
9	Connect to Existing Manhole and Plug Existing Line	2	EA		
one thousand five hundred thirty-four dollars 60/100				$ 1534.60	$ 3,069.20
10	Concrete Pavement / Sidewalk	12	SY		
one hundred four dollars dollars				$ 104.78	$ 1,257.36
11	Fence Repair / Replacement	25	LF		
one hundred thirty-six 50/100 dollars				$ 136.50	$ 3,412.50
12	Abandon Existing Manhole	2	EA		
one thousand three hundred one dollars 03/100				$ 1,301.03	$ 2,603.26
13	Plug and Remove Existing Sewer Line Stream Crossing	1	LS		
one thousand six hundred twelve dollars				$ 1,612.00	$ 1,612.00
14	Topsoil / Sod / Landscape Replacement	1	LS		
one thousand four hundred eighty-two dollars				$ 1,482.00	$ 1,482.00
15	Acceptance Inspection by CCTV	267	LF		
seven dollars 80/100				$ 7.80	$ 2,082.60

Total Bid $ 108,982.00

SECTION 0312

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, General Construction Solutions, Inc. as Principal, and U.S Specialty Insurance Company as Surety, are hereby held and firmly bound unto the City of Fayetteville in the penal sum of Twelve Thousand Five Hundred and no/100ths Dollars for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Fayetteville a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project BID 13-38, Construction-FEMA Project, Location 22 Sanitary Sewer in Fayetteville, AR

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, this 12th day of July, 2013.

General Construction Solutions, Inc.

(Principal)

U.S Specialty Insurance Company

(Surety)

By: Lynn Macci
Lynn Macci Attorney-In-Fact

END OF SECTION 0312

POWER OF ATTORNEY

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

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

Jean Paulus or Lynn Macci of Glendale, Arizona

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** **Dollars ($** **3,000,000.00** **).**
This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of October, 2011.

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

Corporate Seals

By: _____
Daniel P. Aguilar, Vice President

State of California
County of Los Angeles SS:

On this 3rd day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah Reese (Seal)

DEBORAH REESE
Commission # 1926048
Notary Public - California
Los Angeles County
My Comm. Expires Mar 18, 2015

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 12th day of July, 2013.

Corporate Seals

Bond No. Bid Bond
Agency No. 9050

_____
Jeannie Lee, Assistant Secretary

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1. Donaldson Concrete	Shell Knob, MO	Manhole form & pour
2.		
3.		
4.		
5.		
6.		

The undersigned **BIDDER** agrees that seventy percent (70%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE**.

Date: 7/16/13

Signed: [illegible]

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END OF SECTION 0311

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing 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/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. General Construction Solutions, Inc.
2. Permanent main office address. 1951 Electric Ave, Springdale, AR 72764
3. When organized. 2010
4. If a corporation, where incorporated. AR
5. How many years have you been engaged in the contracting business under your present firm or trade name? 3 years
6. Have you ever failed to complete any work awarded to you. (If so, where and why?) NO
7. Have you ever defaulted on a contract ? (If so, where and why?) NO
8. List the last five (5) projects of the similar size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers. See Attached
9. Give bonding agent and limit. Surety Placement – $5,000,000
10. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311. 5%

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

General Construction Solutions, Inc.
(Name of Bidder)

By: J. Holy Gyles

Title: President

Damona Horton
My Commission Expires 3/15/2020

DAMONA HORTON
MY COMMISSION # 12374995
EXPIRES: March 15, 2020
Washington County

General Solutions Group

1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Swanson's Welding & Fabrication
1921 Ford Ave.
Springdale, Arkansas 72764
Robert Swanson, President, Cell#: 479-422-0474, Email: robert@swansonswelding.com
Hayzen Guynn, Tyson Foods Cell#: 479-856-1733, Email: Hayzen.guynn@tyson.com
Brad Walker, Tyson Foods Cell#: 479-422-1306, Email: brad.walker@tyson.com
Job # 1028 thru 1056 Tyson Mexican Org. Grading & Concrete 8/2012 $368,105.00

Commerce Construction Company, Inc.
695 North 40th Street
Springdale, AR 72762
Steve Marshall, Project Manager, Cell#: 479-871-6928, Email: steve@ccinwa.com
Job 1047 Parkhill Clinic at Premier, Site work & parking lot 11/2012 $125,230.00

City of Highfill
15036 W. Highway 12
Highfill, Arkansas 72734
James Wiand, Manager, Phone#: 479-736-5711, Email: butch@highfillar.com
Job #1068 Smith Street Sewer, 221 L.F. of PVC Sewer Mains – 4/2013 $32,914.00

Springdale Schools
PO Box 8
Springdale, AR 72765
Jim Reed - Phone#: 479-871-2807 Email: jreed@sdale.org
Job# 1072 Springdale Schools Warehouse Freezer Pad – 5/2013 $50,262.12

Rabb's Construction Co., Inc.
224 South Main Street
Monticello, AR 71655
Ward Rabb, President, Phone#: 870-367-6905, Email: ward@rabbsconstruction.com
Job #1065 Atwoods – Lowell – Site Utilities, Grading & Concrete 6/2013 $873,337.07

1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Bella Vista Townhouse Association
PO Box 5301
Bella Vista, AR 72714
David Whittlesey
(479) 855-9328
Job 1020 Nantucket Retaining Wall 3/2012 $34,179.96
Job 1024 Nantucket 2 – Drainage 3/2012 $9,257.59

City of Rogers
301 Chestnut Street
Rogers, AR 72756
Steve Glass, Director of Transportation (479) 644-9452
Job 1023 Blossom Way Trail 6/2012 $98,025.00

Springdale Water & Sewer Division
PO Box 769
Springdale, AR 72765
Rick Pulvirenti, Engineer (479) 601-4012
Leonard Gabbard, Engineer (479) 409-9259
Job 1022 Hwy 265 Water Line Relocation 6/2012 $95,604.85

Arkansas Department of Parks & Tourism
1 Capitol Mall
Little Rock, AR
Alfredo Ordonez, Engineer (501) 537-9875
alfredo.ordonez@arkansas.gov
Marshall Ray, Inspector (501) 690-3936
Job 1026 Withrow Springs State Park – Flood Damage Repairs 6/2012 $111,884.04

General Solutions Group

1951 Electric Avenue
Springdale, AR 72764
Phone (479) 751-8868
Fax (479) 751-7650

General Construction Solutions, Inc.

References:

Farmington Board of Education
42 S. Double Springs Rd.
Farmington, AR 72730
Bryan Law, Assistant Principle, Cell#: 479-387-7416, Email: blaw@farmcards.org
Reggie Higgs, Director of Maintenance Cell#: 479-790-6917
Job 1010 Sidewalks and Sign Improvements 8/2011 $44,081.00
Job 1011 Courtyard 10/2011 $14,100.00
Job 1012 Sidewalks 10/2011 $15,900.00

City of Springdale-Arvest Ballpark NWA Naturals
P.O. Box 6817
Springdale, AR 72766
George Sisson, NWA Naturals Director of Stadium Operations
Cell: 716-450-9569
Email: george@nwanaturals.com
Job 1002 Wiffle Ball Field 3/2011 $11,832.50
Job 1003 Concrete Slab 3/2011 $17,980.00
Job 1015 Catch Base 12/2011 $550.00
Job 1018 Main Concourse 2/12 $19,950.00

City of Elm Springs
289 Jayroe Ave
Elm Springs, AR 72728
Jack Coleman, Director of Transportation, Cell: 479-684-8155
Mayor Ben Wall, Office: 479-248-7323
Job 1007 Drainage Improvements 6/2011 $4,862.00

Oelke Construction Company
15931 Serenity Pt. Lane
Rogers, AR 72756
Tim Oelke, Owner Cell#: 479-616-2440 Email: tim@oelkeconstruction.org
Job 1014 Wal-Mart 11/2011 $18,290.00

SECTION 0600

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

WE,_____as Principal, hereinafter called Principal, and

_____as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville in the amount of

_____Dollars ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, and successors, and assigns, jointly and severally, and firmly by these presents.

Principal has by written agreement dated _____ entered into a contract with City of Fayetteville for FEMA PROJECT – LOCATION 22 SANITARY SEWER _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the City of Fayetteville from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the City of Fayetteville all outlay and expense which the City of Fayetteville may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the City of Fayetteville's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the City of Fayetteville after six months from the date final payment is made on the Contract, not shall any suit, action or proceeding be brought by the City of Fayetteville after two years from the date on which the final payment under the Contract falls due. Any Alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part either of the City of Fayetteville or Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of Sureties of any such alteration, extension, or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

Executed on the _____ day of _____ 20_____.

By _____

_____(Seal)
Principal

Witness:)
)
Attest:)

_____

_____

_____(Seal)
Surety

This Bond is given in Compliance with Act 351 of 1953, as amended.

END OF SECTION 0600

SECTION 0640

WARRANTY BOND

We,_____, as principal ("Principal"), and _____ as surety ("Surety"), are hereby jointly and severally held and firmly bound unto the City of Fayettevillefor the payment of_____ _____Dollars ($_____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville for
FEMA PROJECT – LOCATION 22 SANITARY SEWER
dated_____, 20_____ (the "Contract"), the provisions of which are incorporated herein by reference, and unless otherwise defined herein all defined terms used or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other obligations and liabilities, the Contract required Principal to perform the Work for the Project and to furnish this Bond to City of Fayetteville in compliance with Article 22 of the General Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and effect as provided herein, subject to becoming null and void upon the occurrence of either or both of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as modified or supplemented by the Supplementary Conditions or any other applicable Contract Documents, at any time within two years after the date of Final Acceptance or such longer period of time as may be prescribed therein(the "Warranty Period"), all of which includes without limitation either correcting the defective Work, or removing and replacing it with nondefective Work, or paying all direct, indirect or consequential costs of such correction or removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____. The bond shall be 50% of the final project value and shall effective for a period of two years.

Executed on the _____day of _____20 _____.

By _____

_____(Seal)

Witness:)
)
Attest:)

_____

_____

_____(Seal)
Surety

END OF SECTION 0640

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of $2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: General Construction Solutions, Inc.

SIGNATURE: J. Wesley Taylor DATE: 7/16/2013

PRINTED NAME: J. Wesley Taylor TITLE: President

END OF SECTION 0660

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing 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/she desires.

A. REQUESTS REGARDING BIDDER

1. Name of Bidder. General Construction Solutions, Inc.
2. Permanent main office address. 1951 Electric Ave, Springdale, AR 72764
3. When organized. 2010
4. If a corporation, where incorporated. AR
5. How many years have you been engaged in the contracting business under your present firm or trade name? 3 years
6. Have you ever failed to complete any work awarded to you. (If so, where and why?) NO
7. Have you ever defaulted on a contract ? (If so, where and why?) NO
8. List the last five (5) projects of the similar size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers. See Attached
9. Give bonding agent and limit. Surety Placement – $5,000,000
10. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311. 5%

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

General Construction Solutions, Inc.
(Name of Bidder)

By: J. Holy Gyr

Title: President

Damona Horton
My commission expires 3/15/2020

DAMONA HORTON
MY COMMISSION # 12374995
EXPIRES: March 15, 2020
Washington County

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END OF SECTION 0420

PROJECT MANUAL

FEMA PROJECT
LOCATION 22 SANITARY SEWER

FAYETTEVILLE, ARKANSAS

CITY PROJECT NUMBER 11020

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 11053
SHANNON W. JONES
6/7/13

JUNE, 2013

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END OF SECTION 0010

SECTION 0020

CITY OF FAYETTEVILLE, AR
INVITATION TO BID
BID 13-38, CONSTRUCTION OF FEMA PROJECT - LOCATION 22 SANITARY SEWER

The City of Fayetteville is accepting bids for the installation of approximately 300 feet of 12-inch and 18-inch sanitary sewer pipe along with stream bank stabilization. Any questions concerning the bidding process should be addressed to Andrea Foren, City of Fayetteville Purchasing Agent, at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids shall be submitted in a sealed envelope or package labeled "Bid 13-38, CONSTRUCTION OF FEMA PROJECT – LOCATION 22 SANITARY SEWER." All bids shall be received before **10:00 AM, local time on Tuesday, July 16, 2013** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on **Tuesday, July 9, 2013 at 10:00 AM**, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, room 326.

Bidding documents and plans must be obtained from by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

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

All bidders need to register as a plan holder with Andrea Foren via e-mail or phone. Failure to register as a plan holder can result in bid rejection.

For information concerning the proposed work, contact Shannon Jones, P. E. at shjones@ci.fayetteville.ar.us or by calling (479) 444-3452.

Each bid shall be accompanied by a cashier's check or 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, file marked by the Washington County Circuit Clerk's Office, is required with a contract awarded amount of $20,000.00 or more. A State of Arkansas Contractor's License is required for any bid exceeding $20,000.00.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to

subcontract portions of their contract to *qualified* small, minority and women business enterprises."

This project is subject to federal Davis-Bacon Act prevailing wage rates. Copies of certified payrolls shall be submitted with each pay request.

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPO, CPPB
City of Fayetteville, Purchasing Agent
Ad Dates: 6/26/2013 and 7/3/2013

END OF SECTION 0020

SECTION 0100

INFORMATION FOR BIDDERS

1. DEFINED TERMS

1.1 Terms used in these Information for Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to City of Fayetteville, as distinct from Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City of Fayetteville (on the basis of City of Fayetteville's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" included the Advertisement or Invitation to Bid, Information for Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer. Deposit for Bidding Documents are non refundable.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.

2.3 The City of Fayetteville in making copies of Bidding 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.

3. QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

3.2 Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal. Refer to Section 00420 – Statement of Bidder's Qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c)

consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 In the preparation of Contract Documents, the Engineer has relied on the report of soil and subsurface investigation listed in the Supplemental Information For Bidders. A copy of this report is appended (If Provided). The report is not a part of the Contract Documents and is provided for informational purposes only. Neither the City of Fayetteville nor the engineer guarantees the accuracy of the report. The Bidder shall make further investigations and tests as the Bidder deems necessary in order to provide the Work at the Contract Price, within Contract Time, and in accordance with the terms and conditions of the Contract Documents.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the City of Fayetteville by owners of such Underground Facilities or others, and City of Fayetteville does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6 On request in advance, City of Fayetteville will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. A representative of the City of Fayetteville shall be present during all tests.

4.7 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 or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City of Fayetteville.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the data for opening of Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Prior to the deadline for receiving Bids, Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to City of Fayetteville in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed), issued by a surety.

6.2 The Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten (10) days after the Notice of Award, City of Fayetteville may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City of Fayetteville believes to have a reasonable chance of receiving the award may be retained by City of Fayetteville until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

7.1 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement and these Contract Documents.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

9.1 The Bid shall be based on the specified products or their approved equal described on the Drawings or written in the Specifications. Any product may be used which is specified by the referenced standards (such as ASTM) and which meets those standards. For products which are specified by naming one or more manufacturers preceded by "equal to" or followed by "or equal," a written request for substitution shall be submitted for approval by the Engineer. Such written requests will be considered up to ten (10) days prior to the scheduled Bid opening.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 Subcontractors and suppliers shall be listed, if required, on the Bid Form.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Unit prices and lump sum amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern and the unit price will govern over the extended amount.

11.4 Bids by corporations must 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 must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown below the signature.

11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.6 All names must be typed or printed below the signature.

11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.8 The address, telephone number, and fax number if applicable for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid. **Bids shall be bound in the original project manual** and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated position of the Project for which the Bid is submitted) and name, address, and contractor's license number of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly-signed, written notice with the City of Fayetteville and promptly thereafter demonstrates to the reasonable satisfaction of City of Fayetteville that there was a material and substantial mistake in the preparation of its Bids, 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.

14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to the Bidders after the opening of Bids. Bids will be returned without being read aloud if all applicable portions of the Contract Documents are not met by the Bidder.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but City of Fayetteville may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 City of Fayetteville reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City of Fayetteville reserves the right to reject the Bid of any Bidder if City of Fayetteville 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 City of Fayetteville. Discrepancies in 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.

16.2 In evaluating Bids, City of Fayetteville 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. City of Fayetteville may accept any such alternatives in any order or combination, whether in the order in which they are listed in the Bid Form or not.

16.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 City of Fayetteville may conduct such investigations as City of Fayetteville deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Fayetteville's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City of Fayetteville indicates to City of Fayetteville that the award will be in the best interest of the Project.

16.6 If the Contract is to be awarded, City of Fayetteville will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

17.1 The General Conditions and the Supplementary Conditions set forth City of Fayetteville's requirements as to Performance and Payment Bond and a Warranty Bond. When the successful Bidder delivers the executed Agreement to City of Fayetteville, it must be accompanied by the required Performance and Payment Bond, a copy of which has been filed with the Washington County Circuit Clerk. At the time of Final Acceptance, the Contractor shall provide the City of Fayetteville the Warranty Bond.

18. SIGNING OF AGREEMENT

18.1 When City of Fayetteville gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds. Within ten (10) days thereafter, City of Fayetteville shall deliver one fully-signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PRE-BID CONFERENCE

19.1 As noted in the Advertisement for Bids.

20. RETAINAGE

20.1 Provisions concerning retainage are set forth in the General Conditions.

21. SPECIAL LEGAL REQUIREMENTS

21.1 Attention of Bidders is called to Act 150, Acts of Arkansas 1965, concerning the licensing of contractors to do business in Arkansas.

21.2 It is conclusively presumed that Bidders have familiarized themselves with Arkansas laws which may be applied to a Contract for the Work proposed herein as the aforementioned Acts are not exclusive. It is further conclusively presumed that Bidders have familiarized themselves with Federal and local laws, ordinances and regulations pertaining to the Work proposed herein.

21.3 A State of Arkansas Contractor's License is not required to bid on this project; however, no contractor or bidder shall submit a bid prior to submitting an application for licensure with the Arkansas Contractor Licensing Board, and no construction contract shall be executed until the successful bidder has obtained an appropriate license issued by the State of Arkansas Contractor's Licensing Board.

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END OF SECTION 0100

SECTION 0212

SUPPLEMENTAL INFORMATION FOR BIDDERS

1. BIDDER'S FORMS

The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:

- Section 0660 – Contractor's Act of Assurance Form

2. GENERAL CONDITIONS

The BIDDER'S attention is called to all Conditions relating to the Work of this Contract in Section 0700 - General Conditions.

3. SPECIFICATIONS

The BIDDER should examine all documents thoroughly. Particular attention is called to Section 0900 – Description of Unit Price Schedule Items.

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END OF SECTION 00212

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6-Aug-13
City Council Meeting Date
Agenda Items Only

Shannon Jones	Utilities Capital Projects	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approval of a construction contract with Goodwin & Goodwin, Inc. for $1,262,647, Bid 13-39, with a contingency of $125,000 to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

$ 1,387,647	$ 143,604	White River Bridge W/S Relocates
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5600.5808.00	$ 92,504	Water & Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
11012.1201	$ 51,100	Water & Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached** XX

Department Director	19 Jul 13 Date	Previous Ordinance or Resolution #
City Attorney	7-19-13 Date	Original Contract Date:
Finance and Internal Services Director	7-22-2013 Date	Original Contract Number:
Chief of Staff	7-22-13 Date	Received in City Clerk's Office 07-19-13 A10:57 RCVD
Mayor	7/22/13 Date	Received in Mayor's Office ENTERED 7/19/13

Comments:

To: Fayetteville City Council

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

From: Shannon Jones, Utilities Engineer

Date: July 18, 2013

Subject: Resolution approving a construction contract with Goodwin & Goodwin, Inc. for $1,262,647, Bid 13-39, to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

RECOMMENDATION

Fayetteville City Staff recommends approval of a construction contract with Goodwin & Goodwin, Inc. for $1,262,647, Bid 13-39, with a contingency of $125,000 to construct West Fork White River Water & Sewer Main Replacement, and a budget adjustment.

BACKGROUND

Relocation of existing water and sewer lines is required in preparation for the Arkansas Highway Department (AHTD) widening of Hwy. 16 at the West Fork of the White River from two lanes to four lanes and includes the bridge over the West Fork of the White River. Existing water and sewer lines in this section of roadway are located within the AHTD right of way (ROW), so the City will bear the expense to relocate these lines. Most of the existing water lines are 8-inch diameter. The City is upsizing the water lines to a minimum 12-inch diameter consistent with recommendations in the Water Master Plan. The existing water line suspended from the bridge is being relocated approximately 500 feet down river to the north. A portion of the project will be funded with water impact fees as a result of capacity increases.

DISCUSSION

Under this contract, we will replace approximately 6,200 feet of water and sewer line. The water line serves as the primary feed to the City of Elkins. The City opened three bids on July 16, 2013.

Goodwin & Goodwin, Inc.	$ 1,262,647.00
Fochtman Enterprises, Inc.	$ 1,282,382.00
Sweetser Construction, Inc.	$ 1,821,602.00
Engineer's Estimate	$ 1,300,000.00

Staff reviewed the bids and recommends awarding the contract to Goodwin & Goodwin, Inc. The contractor has completed several past water and sewer projects to the satisfaction of the City of Fayetteville. Construction will begin this summer and will be completed early next yearl.

BUDGET IMPACT

Funds are available in the water/sewer fund. The budget adjustment transfers funds from the impact fee fund to the water/sewer fund, transfers money from another capital project, and creates a contingency of $125,000.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-39 AND APPROVING A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF $1,262,647.00 FOR CONSTRUCTION OF WATER AND SEWER MAIN REPLACEMENTS ALONG THE WEST FORK OF THE WHITE RIVER, APPROVING A PROJECT CONTINGENCY OF $125,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-39 and approves a contract with Goodwin & Goodwin, Inc. in the amount of $1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, and further approves a project contingency of $125,000.00.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Water & Sewer Maintenance Department: Utilities Director	7/19/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

A BA is needed in the Waterline/White River Bridge WS Relocates project for the construction contract with Goodwin & Goodwin, Inc. to construct West Fork White River water and sewer main replacement. Due to AHTD widening of Hwy 16 , existing water and sewer lines need to be relocated. Approximately 6,200 feet of water and sewer lines will be replaced. The City is also upsizing the water lines to a minimum 12-inch diameter consistent with recommendations in the Water Master Plan.

Division Head	Date	Prepared By:	Cheryl Partain
	7/22/13	Reference:	cpartain
Budget Director	Date	Budget & Research Use Only	
	19 July 13	Type:	A B C D E P
Department Director	Date		
Paul A. Becker	7-22-2013	General Ledger Date	
Finance Director	Date		
	7-22-13	Posted to General Ledger	Initial / Date
Chief of Staff	Date		
	7/22/13	Checked / Verified	Initial / Date
Mayor	Date		

TOTAL BUDGET ADJUSTMENT			365,088	365,088	
			Increase / (Decrease)		
Account Name	Account Number		Expense	Revenue	Project.Sub Number
Water line improvements	5400.5600.5808.00	EX	1,387,647	-	11012 . 1201
Water line improvements	5400.5600.5808.00	EX	(744,791)		11012 . 1
Professional services	5400.5600.5314.00	EX	(277,768)		08072 . 1101
Trans from Impact Fee Fnd	5400.0940.6602.30	RE		365,088	11012 . 1201
Transfer to Water & Sewer	2300.9300.7602.40	EX	365,088		07002 . 1301
Water line improvements	2300.9300.5808.00	EX	(365,088)		07002 . 1

EXHIBIT
A

Fayetteville
ARKANSAS

BID: 13-39
Date: 7/16/2013
Time: 2:00:00 PM
City of Fayetteville, AR

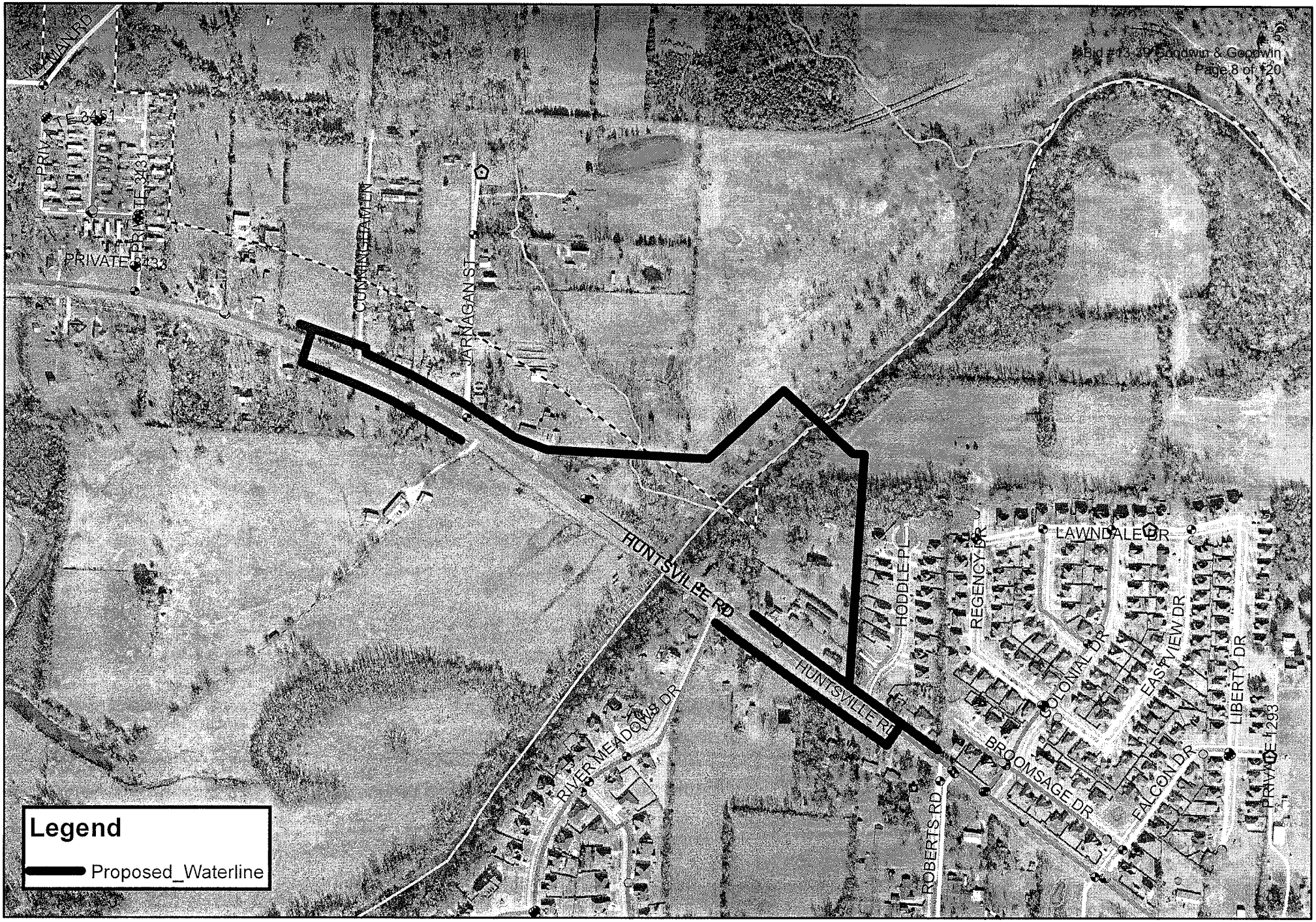
Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement

ITEM #	EST. QTY.	UNIT	DESCRIPTION	Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	1	LS	Mobilization	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 82,500.00	$ 82,500.00
2	1	LS	Erosion Control	$ 10,500.00	$ 10,500.00	$ 10,000.00	$ 10,000.00	$ 13,500.00	$ 13,500.00
3	1	LS	Act 291, 1993 Trench and Excavation Safety System	$ 30,000.00	$ 30,000.00	$ 48,000.00	$ 48,000.00	$ 3,500.00	$ 3,500.00
4	1,330	LF	16-Inch Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	$ 80.00	$ 106,400.00	$ 85.00	$ 113,050.00	$ 92.50	$ 123,025.00
5	899	LF	16-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	$ 104.00	$ 93,496.00	$ 125.00	$ 112,375.00	$ 132.00	$ 118,668.00
6	40	LF	12-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	$ 82.00	$ 3,280.00	$ 65.00	$ 2,600.00	$ 100.00	$ 4,000.00
7	1,809	LF	12-Inch PVC, C-900, DR-14 Water Main	$ 48.00	$ 86,832.00	$ 45.00	$ 81,405.00	$ 66.00	$ 119,394.00
8	287	LF	12-Inch Restrained Joint PVC, C-900, DR 14 Water Main	$ 78.00	$ 22,386.00	$ 75.00	$ 21,525.00	$ 105.00	$ 30,135.00
9	215	LF	12-Inch Restrained Joint PVC, C-900, DR 14 Water Main Installed by Directional Drilling	$ 305.00	$ 65,575.00	$ 225.00	$ 48,375.00	$ 105.00	$ 22,575.00
10	40	LF	8-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	$ 61.00	$ 2,440.00	$ 60.00	$ 2,400.00	$ 68.00	$ 2,720.00
11	471	LF	8-Inch PVC, C-900, DR-14 Water Main	$ 34.00	$ 16,014.00	$ 35.00	$ 16,485.00	$ 48.00	$ 22,608.00
12	110	LF	8-Inch Restrained Joint PVC, C-900, DR-14 Water Main	$ 48.00	$ 5,280.00	$ 60.00	$ 6,600.00	$ 68.50	$ 7,535.00
13	60	LF	6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap	$ 40.00	$ 2,400.00	$ 20.00	$ 1,200.00	$ 58.50	$ 3,510.00
14	930	LF	2-Inch PVC, SDR 13.5 Water Main	$ 22.00	$ 20,460.00	$ 16.00	$ 14,880.00	$ 32.50	$ 30,225.00
15	410	LF	1-Inch Polyethylene Service Tubing	$ 15.00	$ 6,150.00	$ 8.00	$ 3,280.00	$ 26.50	$ 10,865.00
16	1	EA	16-Inch Class 250B Butterfly Valve with Box	$ 3,805.00	$ 3,805.00	$ 4,500.00	$ 4,500.00	$ 6,500.00	$ 6,500.00
17	19	EA	12-Inch Gate Valve with Box	$ 2,463.00	$ 46,797.00	$ 3,200.00	$ 60,800.00	$ 4,250.00	$ 80,750.00
18	6	EA	8-Inch Gate Valve with Box	$ 1,500.00	$ 9,000.00	$ 1,900.00	$ 11,400.00	$ 2,500.00	$ 15,000.00
19	2	EA	6-Inch Gate Valve with Box	$ 1,130.00	$ 2,260.00	$ 1,400.00	$ 2,800.00	$ 1,800.00	$ 3,600.00
20	4	EA	2-Inch Gate Valve with Box	$ 800.00	$ 3,200.00	$ 1,000.00	$ 4,000.00	$ 650.00	$ 2,600.00
21	9	EA	Three Way Fire Hydrant Assembly	$ 3,810.00	$ 34,290.00	$ 4,500.00	$ 40,500.00	$ 7,800.00	$ 70,200.00
22	2	EA	Remove Existing Fire Hydrant	$ 1,000.00	$ 2,000.00	$ 600.00	$ 1,200.00	$ 750.00	$ 1,500.00
23	2	EA	2-Inch Blowoff	$ 1,210.00	$ 2,420.00	$ 800.00	$ 1,600.00	$ 2,000.00	$ 4,000.00
24	4	EA	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	$ 4,100.00	$ 16,400.00	$ 3,500.00	$ 14,000.00	$ 3,500.00	$ 14,000.00
25	1	EA	Connect to Existing 2" Water Main	$ 1,200.00	$ 1,200.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00
26	8	EA	Abandon Existing Valve	$ 300.00	$ 2,400.00	$ 200.00	$ 1,600.00	$ 500.00	$ 4,000.00
27	6,600	LB	Epoxy Lined Ductile Iron Water Main Fittings	$ 6.75	$ 44,550.00	$ 7.00	$ 46,200.00	$ 16.50	$ 108,900.00

Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement									
				Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
ITEM #	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
28	15	EA	Single High Pressure Meter Setting, Complete, Including Plumber Connection to Existing Building Service	$ 1,172.00	$ 17,580.00	$ 750.00	$ 11,250.00	$ 900.00	$ 13,500.00
29	5	EA	Dual High Pressure Setting, Complete, Including Plumber Connection to Existing Building Services	$ 1,786.00	$ 8,930.00	$ 1,000.00	$ 5,000.00	$ 1,200.00	$ 6,000.00
30	20	EA	Remove Existing Meter Setting	$ 550.00	$ 11,000.00	$ 125.00	$ 2,500.00	$ 350.00	$ 7,000.00
31	1	EA	16-Inch Saddle, 1-Inch Corporation Stop and Tap	$ 350.00	$ 350.00	$ 250.00	$ 250.00	$ 500.00	$ 500.00
32	8	EA	12-Inch Saddle, 1-Inch Corporation Stop and Tap	$ 300.00	$ 2,400.00	$ 225.00	$ 1,800.00	$ 500.00	$ 4,000.00
33	2	EA	8-Inch Saddle, 1-Inch Corporation Stop and Tap	$ 295.00	$ 590.00	$ 200.00	$ 400.00	$ 500.00	$ 1,000.00
34	10	EA	2-Inch Saddle, 1-Inch Corporation Stop and Tap	$ 250.00	$ 2,500.00	$ 175.00	$ 1,750.00	$ 350.00	$ 3,500.00
35	230	LF	30-Inch Bored Steel Casing	$ 1,300.00	$ 299,000.00	$ 1,200.00	$ 276,000.00	$ 2,035.00	$ 468,050.00
36	201	LF	24-Inch Bored Steel Casing	$ 345.00	$ 69,345.00	$ 350.00	$ 70,350.00	$ 550.00	$ 110,550.00
37	90	LF	24-Inch Direct Bury Steel Casing	$ 130.00	$ 11,700.00	$ 250.00	$ 22,500.00	$ 135.00	$ 12,150.00
38	20	LF	16-Inch Direct Bury Steel Casing	$ 95.00	$ 1,900.00	$ 175.00	$ 3,500.00	$ 105.00	$ 2,100.00
39	80	LF	8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings	$ 50.00	$ 4,000.00	$ 45.00	$ 3,600.00	$ 55.00	$ 4,400.00
40	7	EA	Anodes at Steel Casing Ends	$ 250.00	$ 1,750.00	$ 200.00	$ 1,400.00	$ 275.00	$ 1,925.00
41	60	LF	Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Water Main, No Casing	$ 150.00	$ 9,000.00	$ 150.00	$ 9,000.00	$ 280.00	$ 16,800.00
42	60	LF	Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Water Pipe, No Casing	$ 65.00	$ 3,900.00	$ 45.00	$ 2,700.00	$ 80.00	$ 4,800.00
43	4	EA	Protective Fencing For Trees	$ 200.00	$ 800.00	$ 800.00	$ 3,200.00	$ 300.00	$ 1,200.00
44	4	EA	Cut and Cap Existing 8-Inch Main	$ 2,000.00	$ 8,000.00	$ 1,300.00	$ 5,200.00	$ 750.00	$ 3,000.00
45	2	EA	Concrete Anchor Collar for 16-Inch Pipe	$ 1,500.00	$ 3,000.00	$ 400.00	$ 800.00	$ 2,500.00	$ 5,000.00
46	3	EA	Concrete Anchor Collar for 12-Inch Pipe	$ 1,400.00	$ 4,200.00	$ 350.00	$ 1,050.00	$ 2,000.00	$ 6,000.00
47	2	EA	Concrete Anchor Collar for 8-Inch or 6-Inch Pipe	$ 1,200.00	$ 2,400.00	$ 250.00	$ 500.00	$ 1,800.00	$ 3,600.00
48	1	EA	1-Inch Air Release Valve Assembly	$ 2,355.00	$ 2,355.00	$ 3,500.00	$ 3,500.00	$ 3,060.00	$ 3,060.00
49	1	EA	Leak Detection Vault Assembly	$ 4,124.00	$ 4,124.00	$ 3,500.00	$ 3,500.00	$ 1,500.00	$ 1,500.00
50	66	LF	12-Inch PVC Sewer Main, SDR-26	$ 30.00	$ 1,980.00	$ 60.00	$ 3,960.00	$ 32.50	$ 2,145.00
51	247	LF	8-Inch PVC Sewer Main, SDR-26	$ 20.00	$ 4,940.00	$ 45.00	$ 11,115.00	$ 15.00	$ 3,705.00
52	120	LF	4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling	$ 15.00	$ 1,800.00	$ 20.00	$ 2,400.00	$ 27.50	$ 3,300.00
53	60	LF	Sewer Main Trenching and Backfilling, 0-6 Feet Deep	$ 15.00	$ 900.00	$ 15.00	$ 900.00	$ 35.00	$ 2,100.00
54	253	LF	Sewer Main Trenching and Backfilling, 6-10 Feet Deep	$ 26.00	$ 6,578.00	$ 25.00	$ 6,325.00	$ 48.00	$ 12,144.00
55	2	EA	4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep	$ 2,000.00	$ 4,000.00	$ 2,800.00	$ 5,600.00	$ 3,300.00	$ 6,600.00
56	3	VF	Extra Manhole Depth, Over 6 Feet Deep	$ 125.00	$ 375.00	$ 200.00	$ 600.00	$ 250.00	$ 750.00
57	1	EA	Remove Existing Manhole	$ 1,500.00	$ 1,500.00	$ 800.00	$ 800.00	$ 2,500.00	$ 2,500.00

Bid 13-39, Construction - West Fork White River Water and Sewer Main Replacement									
ITEM #	EST. QTY.	UNIT	DESCRIPTION	Fochtman Enterprises, Inc.		Goodwin & Goodwin, Inc.		Sweetser Construction, Inc.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
58	2	EA	Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40	$ 90.00	$ 180.00	$ 250.00	$ 500.00	$ 500.00	$ 1,000.00
59	1	EA	Connect to Existing 12-Inch Sewer	$ 900.00	$ 900.00	$ 600.00	$ 600.00	$ 750.00	$ 750.00
60	1	EA	4-Inch Manhole Tap for Sewer Service	$ 750.00	$ 750.00	$ 800.00	$ 800.00	$ 1,000.00	$ 1,000.00
61	396	LF	TV Inspection of Existing Sewer to be Abandoned and/or Replaced	$ 7.00	$ 2,772.00	$ 6.00	$ 2,376.00	$ 3.00	$ 1,188.00
62	402	LF	TV Inspection of Existing Sewer Line Installation After Mandrel Testing	$ 4.00	$ 1,608.00	$ 3.00	$ 1,206.00	$ 3.00	$ 1,206.00
63	1	EA	Sewer Service Cleanout	$ 450.00	$ 450.00	$ 250.00	$ 250.00	$ 750.00	$ 750.00
64	1	EA	Plug Existing Sewer at Manhole Wall	$ 900.00	$ 900.00	$ 800.00	$ 800.00	$ 750.00	$ 750.00
65	1	EA	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	$ 1,000.00	$ 1,000.00	$ 1,200.00	$ 1,200.00	$ 1,000.00	$ 1,000.00
66	1	EA	Provide Water Line Tapping Machine with Accessories and Training	$ 24,830.00	$ 24,830.00	$ 23,000.00	$ 23,000.00	$ 26,999.00	$ 26,999.00
67	220	SY	Asphalt Surface Restoration	$ 120.00	$ 26,400.00	$ 85.00	$ 18,700.00	$ 150.00	$ 33,000.00
68	10	SY	Asphalt Highway Restoration	$ 130.00	$ 1,300.00	$ 150.00	$ 1,500.00	$ 200.00	$ 2,000.00
69	50	SY	Concrete Surface Restoration	$ 100.00	$ 5,000.00	$ 68.00	$ 3,400.00	$ 60.00	$ 3,000.00
70	10	SY	Concrete Sidewalk Restoration	$ 75.00	$ 750.00	$ 65.00	$ 650.00	$ 42.00	$ 420.00
71	10	LF	Curb and Gutter Restoration	$ 25.00	$ 250.00	$ 28.00	$ 280.00	$ 25.00	$ 250.00
72	930	TON	Granular Fill	$ 20.00	$ 18,600.00	$ 18.00	$ 16,740.00	$ 24.00	$ 22,320.00
73	120	TON	Trench Stabilization Material	$ 23.00	$ 2,760.00	$ 1.00	$ 120.00	$ 24.00	$ 2,880.00
74	1,000	SY	Sod Restoration on Lawns	$ 7.50	$ 7,500.00	$ 6.00	$ 6,000.00	$ 5.00	$ 5,000.00
75	1	LS	Site Restoration, Seeding	$ 21,000.00	$ 21,000.00	$ 18,000.00	$ 18,000.00	$ 94,500.00	$ 94,500.00
76	1	LS	Site Photographs	$ 5,000.00	$ 5,000.00	$ 3,500.00	$ 3,500.00	$ 2,400.00	$ 2,400.00
			Total Bid	$	1,282,382.00	$	1,262,647.00	$	1,820,102.00

CERTIFIED: P. VICE, PURCH MGR P Vice WITNESS J. Zoren DATE 7/17/13



0 250 500 1,000 1,500 Feet

NORTH

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date: 7/19/2013

P.O Number:

Expected Delivery Date:

Vendor Number: 293

Vendor Name: Goodwin & Goodwin, Inc.

Mail Yes:__ XX No:__

Address: 3503 Free Ferry Road

Fob Point: Construction Site, Fayetteville

Taxable Yes:__ No:_XX_

Quotes Attached Yes:____ No:___XX__

City: Fort Smith

State: AR

Zip Code: 72903

Ship to code:

Division Head Approval:

Requester: Shannon Jones

Requester's Employee #: 2689

Extension: 3452

Item	Description	Quantity	Unit of Issu	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	West Fork White River - Water & Sewer Main Replacement	1	EA	1,262,647.00	$1,262,647.00	5400.5600.5808.00	11012.1201		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Bid 13-39

Subtotal: $1,262,647.00

Tax:

Total: $1,262,647.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

PROJECT MANUAL

WEST FORK WHITE RIVER
WATER AND SEWER MAIN REPLACEMENT

Fayetteville
ARKANSAS

FAYETTEVILLE, ARKANSAS

PROJECT NUMBER 11012.1201

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 11053
SHANNON W. JONES
6/21/2013

JUNE, 2013

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
UTILITIES DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 575-8330 F (479) 575-8257

July 10, 2013

RE: Addendum Number 1
Bid 13-39
West Fork White River – Water and Sewer Main Replacement
Fayetteville, AR

All Prospective Bidders:

The following items shall be included as part of the bid package as Addendum Number 1 and acknowledged in Section 0310 – Bid Proposal.

1. Restrained joint PVC shall be AWWA C900, DR14 pipe with outside diameters equivalent to cast iron pipe. Restrained joints shall consist of PVC pipe couplings and ends of PVC pipe joints having spline grooves that allow nylon splines to be inserted to achieve thrust restraint. O-ring gasket seals shall be used in the pipe coupling. Pipe shall otherwise conform to all AWWA C900, DR14 standards and pressure ratings. Pipe shall be Certa-Lok, C900/RJ as manufactured by CertainTeed, or approved equal.

2. 16" restrained joint push-on Ductile Iron Pipe or Fittings shall be American Flex-Ring, or approved equal.

3. Casing spacers through steel encasements shall have runners that are a minimum of 12-inches wide for both water and sewer mains.

4. Easement side letters are attached. The Contractor shall honor all commitments listed in the side letters and shall include all costs when submitting the Bid. No additional payments to comply with the side letters shall be made outside the unit prices included in the Bid.

CITY OF FAYETTEVILLE

Shannon Jones, P.E.

enclosure

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 20, 2013

Dwain and Geneva Cook
410 S. Cunningham Lane
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 2, Tract 8
Side Letter

Dear Mr. and Mrs. Cook:

Thank you for meeting with Holly Jones and voicing all your concerns.

Unfortunately, there are some trees in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you $750.00 for a 19-inch sycamore, $700.00 for an 18-inch elm, $1000.00 for a 30-inch ash, $500.00 for a 12-inch box-elder, $300.00 for a 10-inch hackberry, $350.00 for a twin trunk 9-inch walnut and $500.00 for the remainder of the small grove of trees at the river bank in the easement. This will be paid in landscaping damages as a total of **$4,100.00** and will be added to your original offer of **$2,495.00** for both permanent easements and **$1,045.00** for both temporary construction and grading easements. Your new total offer is now **$7,640.00**.

The large hickory at the corner of yours and Mr. Copeland's property and the trees in the temporary construction and grading easement will be protected.

We will also be reseeding the property at Mr. Copeland's requested specifications with a 13-13-13 fertilizer, followed by a blend of fescue seed, Kentucky 31 Bermuda grass and Shiloh Orchard grass seeds for year-round coverage.

Before reseeding, the area will be raked for rocks and good quality topsoil will be placed in the easement area.

The contractor will protect the irrigation line that runs from the creek across your property to Mr. Copeland's garden.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 23, 2013

James B. Wright
3758 E Huntsville Road
Fayetteville, AR 72701-7451

RE: White River Bridge Water/Sewer Relocates
Tract No. 5
Side Letter

Dear Mr. Wright:

Thank you for meeting with Holly Jones.

You will have access to your driveway at all times during construction.

We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you $1,000.00 for an 11" triple trunk Bradford pear tree, $700.00 for a sugar maple near the fence row and $500.00 for a 10" sassafras. This will be paid in landscaping damages as a total of **$2,200.00** and will be added to your original offer of **$420.00** for the permanent easement and **$210.00** for the temporary construction and grading easement. This will make your new total offer **$2,830.00.**

The 12" Bradford pear tree and carport in the temporary construction and grading easement will be protected during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 19, 2013

Larry R. and Crissa J. Nixon
Nixon Living Trust
2664 S Van Hoose Drive
Fayetteville, AR 72701-9116

RE: White River Bridge Water/Sewer Relocates
Tract No. 6
Side Letter

Dear Mr. and Mrs. Nixon:

Thank you for meeting with Jill Goddard and Holly Jones today.

We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you $900.00 for the twin trunk 18" Cherry tree, $400.00 for a 16" pine tree, $200.00 for a 4" dogwood tree, $600.00 for a 21" pine tree, $250.00 for a 2" magnolia, $200.00 for a 2" pine tree, $700.00 for an 18" pecan tree and $300.00 for the row of shrubbery growing along the lane. All within the easement area, for a total of $3,550.00 as landscaping damages and to be added to your previous offer of **$270.00** for the permanent easement and **$110.00** for the temporary construction and grading easement rental will make your total new offer amount, **$3,930.00**.

The landscaping in the temporary construction and grading easement and the northernmost edge of the permanent easement will be protected.

You will have access to your driveway at all times during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

June 5, 2013

Homer Copeland, Jr
3852 E Huntsville Road
Fayetteville, AR 72701-7453

RE: White River Bridge Water/Sewer Relocates
Tract No. 7
Side Letter And Offer Acceptance
Lessee Addendum for Cook Property

Dear Mr. and Mrs. Copeland:

Thank you for meeting with Holly Jones and voicing all your concerns.

We can coordinate with you so that the majority of the work is done after business hours, so there is less disruption to your business during the day, if you wish. You will have access to your driveway at all times during construction.

We would like to reassure you that any damage done to your yard and driveway during construction will be repaired and returned to a condition as good as or better than it was found.

Unfortunately, there are some trees and landscaping in the permanent easement area that will have to be removed to accommodate construction of the waterline. The city would like to offer you $650.00 for a 22-inch redbud and $750.00 for a twin trunk 18-inch cherry tree that is on the property line. This will be paid in landscaping damages as a total of **$1,400.00** and will be added to your original offer of **$225.00** for the permanent easement and **$135.00** for the temporary construction and grading easement. We would also like to accept your counter offer of **$640.00** in damages and this will added to the above offer, making the new grand total **$2,400.00.**

The landscaping in the temporary construction and grading easement will be protected.

In regard to the property you currently lease from Dwain and Geneva Cook. We are aware of the issues our waterline installation will cause you. We appreciate the efforts you are willing to go through to work with us during construction. Since you have agreed to move your cows to another pasture during construction, we would like to provide you with hay from our pasture. We will deliver 24 round bales of hay to you at the start of construction. We feel that 6 weeks is more than enough time to cross the Cook property, however, we will provide you with hay for the duration of construction across this pasture.

We will also be reseeding the property at your requested specifications with a 13-13-13 fertilizer, followed by a blend of fescue seed, Kentucky 31 Bermuda grass and Shiloh Orchard grass seeds for year-round coverage.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 5, 2013

Bernice Burris
Bernice Burris Revocable Trust
4153 E. Huntsville Road
Fayetteville, AR 72701-7560

RE: White River Bridge Water/Sewer Relocates
Tract No. 19
Side Letter

Dear Ms. Burris:

Thank you for meeting with Holly Jones today.

We would like to reassure you that any damage done to your driveway during construction will be repaired.

Your yard and the remainder of your property will be returned to a condition as good as or better than it was found.

You will have access to your driveway at all times during construction.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

April 5, 2013

Roger Dale Mitchell
4125 E. Huntsville Road
Fayetteville, AR 72701

RE: White River Bridge Water/Sewer Relocates
Tract No. 20
Side Letter

Dear Mr. Mitchell:

Thank you for meeting with Holly Jones, Land Agent with the City of Fayetteville today. It appears that the widening project and subsequent waterline replacement associated with it will require the removal of a 12-inch black walnut tree from your property.

The city would like to reimburse you for this tree since you have worked so hard to save it the last few years in the amount of **$750.00**.

We would also like to reassure you that you will have access in and out of your property at all times and we will return your property to a condition as good as or better than it was found.

I would like to thank you for your cooperation on this project and let you know if you have any questions or concerns during construction, please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414 or questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 7, 2013

Jerry Glen Drain
3755 E. Huntsville Road
Fayetteville, AR 72701-7451

RE: White River Bridge Water/Sewer Relocates
Tract No. 25
Offer Letter & Side Letter

Dear Mr. Drain:

Thank you for your recent contact with Ms. Jones.

We have revised your original document and your offer as follows: The City of Fayetteville hereby offers $1,520.00 for the rights associated with the permanent easement (11,395 square feet) and $490.00 for the rental of the property within the temporary construction and grading easement (9,361 square feet), for a total offer amount of **$2,010.00.**

It also appears that some landscaping will be removed from the easement area. The city would like to reimburse you for a 20" hackberry tree in the amount of $750.00, and also offers $400.00 for a 12" hackberry tree, $275.00 for an 18" holly, $200.00 for an 18" bois d'arc, and $300.00 for some crepe myrtle bushes in the easement, for a total in landscaping damages of **$1,925.00.** The landscaping damages will be added to your new adjusted offer of **$2,010.00** for a new offer of **$3,935.00**. (Landscaping in the temporary construction easement will be protected.)

We will return your property to a condition as good as or better than it was found and you will always have access to your property during construction.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for the proposed right-of-way and easement. The temporary construction easement area will exclude any permanent structure(s) which may be located or under construction within said temporary construction easement area during the construction of this project.

Should you elect to accept this offer, the *Water/Sewer Easement* contained herein should be executed by all parties with current ownership interest in the particular property. The document should be notarized and returned to the City of Fayetteville. A City Land Agent will be pleased to witness and notarize the execution of the document if you will advise our office accordingly. Upon receipt of the document, a check will be requested and you will be paid the amount indicated in this offer letter.

A copy of the *Water/Sewer Easement* is included for your records. We can provide a copy of the recorded document upon your request and at the appropriate time. Please provide us with a Social Security Number or a Tax Identification Number (Corporation) so that a check can be written. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements and acquisitions. Please contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414. For questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj
Enclosures

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
ENGINEERING DIVISION
125 West Mountain
Fayetteville, AR 72701
Phone (479) 444-3443

May 29, 2013

Darrel G. Henschell
3633 E. Huntsville Road
Fayetteville, AR 72701-7450

RE: White River Bridge Water/Sewer Relocates
Tract No. 27-28
Side Letter

Dear Mr. and Mrs. Henschell:

Thank you for meeting with Holly Jones and voicing all your concerns and presenting her with your Highway Department Settlement amount.

There are several trees in the permanent easement area that will have to be removed for the waterline installation. The city would like to offer you $1000.00 for two 8-inch redbud trees, $800.00 for a shrub, $200.00 for an 8-inch pine, $1000.00 for two 18-inch pines, and $500.00 for a cherry tree (size unknown) at the NE corner of your property for a total in landscaping damages of **$3,500.00.** This amount will be added to your adjusted offer amount of **$640.00** for the permanent easements and **$440.00** for the temporary construction and grading easements for a total new offer of **$4,580.00.** We will protect as many trees as possible in the temporary construction easement, BUT special attention will be paid to protect 18-inch maple and the 10-inch apple trees on Tract 27.

Any trees felled by the city's contractor suitable for personal use may be left in the temporary construction easement in an area designated by the property owner and can be cut into 18-24 inch sections.

The new pressure restrictor you recently purchased and had placed on your meter will be replaced with the new meter.

Your property will be returned to a condition as good as or better than it was found.

I appreciate your cooperation on this project and if you have any concerns or questions during construction, please don't hesitate to contact Jill Goddard at (479) 444-3407, Holly Jones at (479) 444-3414, or for questions regarding engineering issues on the project, please contact Shannon Jones at (479) 444-3452 or I can be reached at (479) 575-8330.

Sincerely,

David Jurgens
Utilities Director

DJ/hj

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END OF SECTION 0010

SECTION 0020

CITY OF FAYETTEVILLE, AR
INVITATION TO BID
BID 13-39, WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

The City of Fayetteville is accepting sealed bids for the replacement of approximately 6,200 feet of 2-inch through 16-inch water and sewer mains. Any questions concerning the bidding process should be addressed to Andrea Foren, City of Fayetteville Purchasing Agent, at aforen@ci.fayetteville.ar.us or by calling (479) 575-8220.

Bids shall be submitted in a sealed envelope or package labeled "Bid 13-39, Construction of West Fork White River – Water and Sewer Main Replacement." All bids shall be received before **2:00 PM, local time on Tuesday, July 16, 2013** to the City of Fayetteville, Purchasing Division – Room 306, 113 W Mountain, Fayetteville, Arkansas 72701.

A non-mandatory pre-bid meeting will be held on **Monday, July 8, 2013 at 10:00 AM**, local time at Fayetteville City Hall, 113 W. Mountain, Fayetteville, AR, Room 111.

Bidding documents and plans shall be obtained from by contacting the City Purchasing Division. Documents are available via e-mail. Plans can also be reviewed at the Fayetteville Purchasing Division, as listed below.

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

All bidders need to register as a plan holder with Andrea Foren via e-mail or phone. Failure to register as a plan holder can result in bid rejection.

For information concerning the proposed work, contact Shannon Jones, P. E. at shjones@ci.fayetteville.ar.us or by calling (479) 444-3452.

Each bid shall be accompanied by a cashier's check or 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, file marked by the Washington County Circuit Clerk's Office, is required with a contract awarded amount of $20,000.00 or more. A State of Arkansas Contractor's License is required for any bid exceeding $20,000.00.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor shall be paid with a contract awarded amount of $75,000.00 or more.

"Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises."

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Andrea Foren, CPPO, CPPB
City of Fayetteville, Purchasing Agent
Ad Dates: 06/25/13 and 07/02/13

END OF SECTION 0020

SECTION 0100

INFORMATION FOR BIDDERS

1. DEFINED TERMS

1.1 Terms used in these Information for Bidders which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions. The term "Bidder" means one who submits a Bid directly to City of Fayetteville, as distinct from Sub-Bidder, who submits a Bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom City of Fayetteville (on the basis of City of Fayetteville's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" included the Advertisement or Invitation to Bid, Information for Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Engineer. Deposit for Bidding Documents are non refundable.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; the City of Fayetteville does not assume any responsibility for errors or misinterpretations resulting from the use of the incomplete sets of Bidding Documents.

2.3 The City of Fayetteville in making copies of Bidding 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.

3. QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence of Bidder's qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

3.2 Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal. Refer to Section 00420 – Statement of Bidder's Qualifications.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c)

consider Federal, State and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.

4.2 In the preparation of Contract Documents, the Engineer has relied on the report of soil and subsurface investigation listed in the Supplemental Information For Bidders. A copy of this report is appended (If Provided). The report is not a part of the Contract Documents and is provided for informational purposes only. Neither the City of Fayetteville nor the engineer guarantees the accuracy of the report. The Bidder shall make further investigations and tests as the Bidder deems necessary in order to provide the Work at the Contract Price, within Contract Time, and in accordance with the terms and conditions of the Contract Documents.

4.3 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to the City of Fayetteville by owners of such Underground Facilities or others, and City of Fayetteville does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 Provisions concerning responsibilities for the adequacy of data furnished to the prospective Bidders on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid, each Bidder will be responsible to make or obtain such explorations, tests and data concerning physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.6 On request in advance, City of Fayetteville will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations. A representative of the City of Fayetteville shall be present during all tests.

4.7 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 or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by City of Fayetteville.

5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed in writing to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the data for opening of Bids may not be answered. Only questions answered by formal, written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Prior to the deadline for receiving Bids, Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Engineer.

6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security made payable to City of Fayetteville in an amount of five (5) percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed), issued by a surety.

6.2 The Bid security of the Successful Bidder will be retained until Bidder has executed the Agreement and furnished the required Contract security, whereupon the Bid security will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract security within ten (10) days after the Notice of Award, City of Fayetteville may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom City of Fayetteville believes to have a reasonable chance of receiving the award may be retained by City of Fayetteville until the earlier of the seventh (7th) day after the Effective Date of the Agreement or the sixty-first (61st) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

7. CONTRACT TIME

7.1 The number of days within which the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement and these Contract Documents.

8. LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

9.1 The Bid shall be based on the specified products or their approved equal described on the Drawings or written in the Specifications. Any product may be used which is specified by the referenced standards (such as ASTM) and which meets those standards. For products which are specified by naming one or more manufacturers preceded by "equal to" or followed by "or equal," a written request for substitution shall be submitted for approval by the Engineer. Such written requests will be considered up to ten (10) days prior to the scheduled Bid opening.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 Subcontractors and suppliers shall be listed, if required, on the Bid Form.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer.

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Unit prices and lump sum amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern and the unit price will govern over the extended amount.

11.4 Bids by corporations must 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 must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown below the signature.

11.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.6 All names must be typed or printed below the signature.

11.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.8 The address, telephone number, and fax number if applicable for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Advertisement or Invitation to Bid. **Bids shall be bound in the original project manual** and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated position of the Project for which the Bid is submitted) and name, address, and contractor's license number of the Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly-signed, written notice with the City of Fayetteville and promptly thereafter demonstrates to the reasonable satisfaction of City of Fayetteville that there was a material and substantial mistake in the preparation of its Bids, 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.

14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously non-responsible) read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to the Bidders after the opening of Bids. Bids will be returned without being read aloud if all applicable portions of the Contract Documents are not met by the Bidder.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

15.1 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but City of Fayetteville may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

16.1 City of Fayetteville reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, City of Fayetteville reserves the right to reject the Bid of any Bidder if City of Fayetteville 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 City of Fayetteville. Discrepancies in 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.

16.2 In evaluating Bids, City of Fayetteville 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. City of Fayetteville may accept any such alternatives in any order or combination, whether in the order in which they are listed in the Bid Form or not.

16.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.4 City of Fayetteville may conduct such investigations as City of Fayetteville deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to City of Fayetteville's satisfaction within the prescribed time.

16.5 If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by City of Fayetteville indicates to City of Fayetteville that the award will be in the best interest of the Project.

16.6 If the Contract is to be awarded, City of Fayetteville will give the successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

17. CONTRACT SECURITY

17.1 The General Conditions and the Supplementary Conditions set forth City of Fayetteville's requirements as to Performance and Payment Bond and a Warranty Bond. When the successful Bidder delivers the executed Agreement to City of Fayetteville, it must be accompanied by the required Performance and Payment Bond, a copy of which has been filed with the Washington County Circuit Clerk. At the time of Final Acceptance, the Contractor shall provide the City of Fayetteville the Warranty Bond.

18. SIGNING OF AGREEMENT

18.1 When City of Fayetteville gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement and all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds. Within ten (10) days thereafter, City of Fayetteville shall deliver one fully-signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

19. PRE-BID CONFERENCE

19.1 As noted in the Advertisement for Bids.

20. RETAINAGE

20.1 Provisions concerning retainage are set forth in the General Conditions.

21. SPECIAL LEGAL REQUIREMENTS

21.1 Attention of Bidders is called to Act 150, Acts of Arkansas 1965, concerning the licensing of contractors to do business in Arkansas.

21.2 It is conclusively presumed that Bidders have familiarized themselves with Arkansas laws which may be applied to a Contract for the Work proposed herein as the aforementioned Acts are not exclusive. It is further conclusively presumed that Bidders have familiarized themselves with Federal and local laws, ordinances and regulations pertaining to the Work proposed herein.

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END OF SECTION 0100

SECTION 0212

SUPPLEMENTAL INFORMATION FOR BIDDERS

1. BIDDER'S FORMS

The BIDDER'S attention is called to the following additional forms which shall be filled out and submitted with the BID:

- Section 0660 – Contractor's Act of Assurance Form

2. GENERAL CONDITIONS

The BIDDER'S attention is called to all Conditions relating to the Work of this Contract especially Section 0700 - General Conditions.

3. SPECIFICATIONS

The specifications have been revised since the last contracted construction project. The BIDDER should examine all documents thoroughly. Particular attention is called to Section 0900 – Description of Unit Price Schedule Items.

4. WATER LINE TAPS

All taps on existing water mains 12-inch and smaller shall be made by the City. The Contractor shall provide the City with a complete tapping machine setup with accessories meeting the following criteria including onsite training.

Lateral tapping machine shall be TapMate as manufactured by Romac Industries, Inc.

TapMate Base Machine & Storage Box, complete	Item 350-00
TM Hydraulic Power Unit, complete	Item 372-00
6" MJ Adapter Bell	Item 350-05-1048
8" MJ Adapter Bell	Item 350-05-1064
12" MJ Adapter Bell	Item 350-05-1096
6" Carbide Cutter	Item 350-01-1048
8" Carbide Cutter	Item 350-01-1064
12" Carbide Cutter	Item 350-01-1096
Pilot Drill Extension (extra)	Item 350-14
1" Spade Bit (extra)	Item 350-03-08

5. CONSTRUCTION PHASE – CONSTRUCTION STAKING

The City of Fayetteville will provide Construction Staking to provide field references for the Contractor relative to the alignment and grade of the water and sewer facilities. Construction Staking shall be at 100 ft intervals and all horizontal and vertical deflection points. Staking shall be along the centerline of the water and sewer facilities, with offset stakes as needed to preserve the field stakes. The Contractor shall coordinate with the City of Fayetteville's Engineer to provide the staking needs, within these parameters. The project shall be staked once, in segments as desired by the Contractor. Stakes destroyed shall be replaced at the Contractor's expense. Work shall not progress without Staking in place.

END OF SECTION 0212

SECTION 0310

BID PROPOSAL

LOCATION: **CITY OF FAYETTEVILLE, ROOM 306**
113 W. MOUNTAIN
FAYETTEVILLE, AR 72701

DATE: **July 16, 2013 at 2:00 p.m. LOCAL TIME**

Proposal of: Goodwin - Goodwin - Inc

Address: 3503 Free Ferry Rd

Ft Smith, AR-72903

Bid For: **WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT**

Bid Submitted to:

The City of Fayetteville
Andrea Foren, Purchasing Agent – Room 306
113 W. Mountain
Fayetteville, AR 72701

BIDDER will complete the **Work** for the unit prices as listed in the **Bid Form**.

Total Base Bid as outlined on **Bid Form:**

one million two hundred sixty two thousand six hundred fourty seven
Amount in Words

$ 1,262,647.00
Figures

The undersigned **BIDDER** proposes and agrees, if this Bid is accepted, to enter into an **Agreement** with **CITY OF FAYETTEVILLE** in the form included in these **Contract Documents** to complete all **Work** as specified or indicated in the **Contract Documents** for the **Contract Price** and within the **Contract Time** indicated in these **Contract Documents. BIDDER** accepts the provisions of the **Agreement** as to **Liquidated Damages** in the event of failure to complete the **Work** in the Contract Time specified.

BIDDER accepts all of the terms and conditions of the **Information for Bidders**, including without limitation those dealing with the disposition of **BID SECURITY**. This **Bid** will remain open for sixty (60) days after the day of **Bid Opening**. **BIDDER** will sign the **Agreement** required by these **Contract Documents** within ten (10) days after the date of **CITY OF FAYETTEVILLE'S Notice of Award.**

In submission of this **BID, BIDDER** represents, as more fully set forth in the **Agreement**, that **BIDDER HAS EXAMINED ALL CONTRACT DOCUMENTS** (including but not limited to **Invitation to Bid, Information for Bidders, and Supplemental Information for Bidders**) and the following **ADDENDA:** #1 July 10, 2013

Failure to list all necessary Agenda issued by the **CITY OF FAYETTEVILLE** or the **ENGINEER** could mean the **BID** submitted by the **BIDDER** may be deemed unresponsive and not read publicly.

In submission of the **BID, BIDDER** represents, that they have examined the site and locality where the **Work** is to be performed, the legal requirements (Federal, State and Local Laws, Ordinances, Rules and Regulations) and the conditions affecting cost, progress or performance of the **Work** and has made such independent investigations as **BIDDER** deems necessary.

In submission of the **BID, BIDDER** represents, that 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. The **BIDDER** represents that they have not directly or indirectly induced or solicited any other **BIDDER** to submit a false or sham **BID**. The **BIDDER** represents that they have not solicited or induced any person, firm or corporation to refrain from bidding and have not sought by collusion to obtain for themselves any advantage over any other **BIDDER** or over the **CITY OF FAYETTEVILLE.**

All terms used in the **BID** are defined and have the meanings assigned to them in the **General Conditions** of these **Contract Documents.**

Attached to this **BID FORM** is the required Bid Security in the form of a Corporate Bid Bond or Cashier's Check in the amount of five (5) percent of the Total Bid Amount.

Start of Construction, Contract Completion Time, and Liquidated Damages are stated in Document 0500 - Contract.

TAXES

The **BIDDER** agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

Signature Bryan Goodwin Title president

INSURANCE AND BONDING REQUIREMENTS

The **BIDDER** hereby acknowledges that he/she has read and understands the performance bond, payment bond, and insurance requirements for this project as specified in the **General Conditions**. If awarded a construction contract, the **BIDDER** agrees to furnish the required bonds and insurance certificates within fifteen (15) days of the date the award is made.

Signature Bryan Goodwin Title president

MEASUREMENT AND PAYMENT

The Bidder hereby acknowledges that he/she has read and understands Section 0900 - Measurement and Payment completely prior to completing this Bid Form.

Signature Bryan Goodwin Title president

The **BIDDER** agrees to accept as full payment for the work proposed herein the amount computed under the provisions of the **Contract Documents** and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The **BIDDER** agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in the **Contract Documents**.

BIDDER submitting this **BID** is:

☒ A Corporation, incorporated in the State of ARKANSAS

☐ A Partnership, consisting of the following partners, whose full names are: _____

☐ An Individual whose full name is: _____

Goodwin-Goodwin Inc
General Contractor (Firm Name)

Bryan Goodwin
Signed By

President
Title

7-16-13
Date

3805 Free Ferry Rd
Address

Ft Smith Ar

479-651-7321 - 479-783-7555
Telephone Number & Fax

0016966 EX 14
Contractor's License Number

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1	LS	Mobilization	($ 30,000)	($ 30,000)
2	1	LS	Erosion Control	($ 10,000)	($ 10,000)
3	1	LS	Act 291, 1993 Trench and Excavation Safety System	($ 48,000)	($ 48,000)
4	1,330	LF	16-Inch Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	($ 85)	($ 113,050)
5	899	LF	16-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	($ 125)	($ 112,375)
6	40	LF	12-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	($ 65)	($ 2,600)
7	1,809	LF	12-Inch PVC, C-900, DR-14 Water Main	($ 45)	($ 81,405)
8	287	LF	12-Inch Restrained Joint PVC, C-900, DR-14 Water Main	($ 75)	($ 21,525)
9	215	LF	12-Inch Restrained Joint PVC, C-900, DR-14 Water Main Installed by Directional Drilling	($ 225)	($ 48,375)
10	40	LF	8-Inch Restrained Joint Ductile Iron Pipe, Class 350 Water Main with Double Polywrap	($ 60)	($ 2,400)
11	471	LF	8-Inch PVC, C-900, DR-14 Water Main	($ 35)	($ 16,485)
12	110	LF	8-Inch Restrained Joint PVC, C-900, DR-14 Water Main	($ 60)	($ 6,600)
13	60	LF	6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap	($ 20)	($ 1200)
14	930	LF	2-Inch PVC, SDR 13.5 Water Main	($ 16)	($ 14,880)
15	410	LF	1-Inch Polyethylene Service Tubing	($ 8.00)	($ 3,280)
16	1	EA	16-Inch Class 250B Butterfly Valve with Box	($ 4,500)	($ 4,500)
17	19	EA	12-Inch Gate Valve with Box	($ 3,200)	($ 60,800)
18	6	EA	8-Inch Gate Valve with Box	($ 1900)	($ 11,400)

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
19	2	EA	6-Inch Gate Valve with Box	($ 1400.00)	($ 2800.00)
20	4	EA	2-Inch Gate Valve with Box	($ 1000)	($ 4,000.00)
21	9	EA	Three Way Fire Hydrant Assembly	($ 4500.00)	($ 40,500.00)
22	2	EA	Remove Existing Fire Hydrant	($ 600)	($ 1,200.00)
23	2	EA	2-Inch Blowoff	($ 800)	($ 1,600.00)
24	4	EA	8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box	($ 3,500.00)	($ 14,000.00)
25	1	EA	Connect to Existing 2" Water Main	($ 800)	($ 800.00)
26	8	EA	Abandon Existing Valve	($ 200)	($ 1600.00)
27	6,600	LB	Epoxy Lined Ductile Iron Water Main Fittings	($ 7.00)	($ 46,200.00)
28	15	EA	Single High Pressure Meter Setting, Complete, Including Plumber Connection to Existing Building Service	($ 750.00)	($ 11,250.00)
29	5	EA	Dual High Pressure Setting, Complete, Including Plumber Connection to Existing Building Services	($ 1000)	($ 5,000.00)
30	20	EA	Remove Existing Meter Setting	($ 125)	($ 2,500.00)
31	1	EA	16-Inch Saddle, 1-Inch Corporation Stop and Tap	($ 250)	($ 250.00)
32	8	EA	12-Inch Saddle, 1-Inch Corporation Stop and Tap	($ 225)	($ 1800.00)
33	2	EA	8-Inch Saddle, 1-Inch Corporation Stop and Tap	($ 200.00)	($ 400.00)
34	10	EA	2-Inch Saddle, 1-Inch Corporation Stop and Tap	($ 175)	($ 1750.00)
35	230	LF	30-Inch Bored Steel Casing	($ 1200)	($ 276,000)
36	201	LF	24-Inch Bored Steel Casing	($ 350)	($ 70,350)
37	90	LF	24-Inch Direct Bury Steel Casing	($ 250)	($ 22,500.00)

BID FORM					
ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
38	20	LF	16-Inch Direct Bury Steel Casing	($175)	($3,500)
39	80	LF	8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings	($45)	($3,600)
40	7	EA	Anodes at Steel Casing Ends	($200)	($1400)
41	60	LF	Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Water Main, No Casing	($150)	($9000)
42	60	LF	Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Water Pipe, No Casing	($45)	($2700)
43	4	EA	Protective Fencing For Trees	($800)	($3,200)
44	4	EA	Cut and Cap Existing 8-Inch Main	($1300)	($5,200)
45	2	EA	Concrete Anchor Collar for 16-Inch Pipe	($400)	($800)
46	3	EA	Concrete Anchor Collar for 12-Inch Pipe	($350)	($1050)
47	2	EA	Concrete Anchor Collar for 8-Inch or 6-Inch Pipe	($250)	($500)
48	1	EA	1-Inch Air Release Valve Assembly	($3500)	($3,500)
49	1	EA	Leak Detection Vault Assembly	($3,500)	($3,500)
50	66	LF	12-Inch PVC Sewer Main, SDR-26	($60)	($3960)
51	247	LF	8-Inch PVC Sewer Main, SDR-26	($45)	($11,115)
52	120	LF	4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling	($20)	($2400)
53	60	LF	Sewer Main Trenching and Backfilling, 0-6 Feet Deep	($15)	($900)
54	253	LF	Sewer Main Trenching and Backfilling, 6-10 Feet Deep	($25)	($6325)
55	2	EA	4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep	($2800)	($5,600)
56	3	VF	Extra Manhole Depth, Over 6 Feet Deep	($200)	($600)
57	1	EA	Remove Existing Manhole	($800)	($800)

BID FORM

ITEM NUMBER	EST. QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
58	2	EA	Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40	($ 250)	($ 500.00)
59	1	EA	Connect to Existing 12-Inch Sewer	($ 600)	($ 600.00)
60	1	EA	4-Inch Manhole Tap for Sewer Service	($ 800)	($ 800.00)
61	396	LF	TV Inspection of Existing Sewer to be Abandoned and/or Replaced	($ 6.00)	($ 2376.00)
62	402	LF	TV Inspection of Existing Sewer Line Installation After Mandrel Testing	($ 3.00)	($ 1,206.00)
63	1	EA	Sewer Service Cleanout	($ 250)	($ 250)
64	1	EA	Plug Existing Sewer at Manhole Wall	($ 800)	($ 800.00)
65	1	EA	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	($ 1200)	($ 1200.00)
66	1	EA	Provide Water Line Tapping Machine with Accessories and Training	($ 23,000)	($ 23,000.00)
67	220	SY	Asphalt Surface Restoration	($ 85)	($ 18,700.00)
68	10	SY	Asphalt Highway Restoration	($ 150.00)	($ 1,500.00)
69	50	SY	Concrete Surface Restoration	($ 68.00)	($ 3400.00)
70	10	SY	Concrete Sidewalk Restoration	($ 65)	($ 650.00)
71	10	LF	Curb and Gutter Restoration	($ 28.00)	($ 280.00)
72	930	TON	Granular Fill	($ 18.00)	($ 16,740.00)
73	120	TON	Trench Stabilization Material	($ 1.00)	($ 120.00)
74	1,000	SY	Sod Restoration on Lawns	($ 6.00)	($ 6,000.00)
75	1	LS	Site Restoration, Seeding	($ 18,000)	($ 18,000.00)
76	1	LS	Site Photographs	($ 3,500)	($ 3,500.00)
			Total Bid	($ 1,262,647.00)	

END OF SECTION 0310

SECTION 0311

BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned **BIDDER** proposes and agrees, if this **BID** is accepted, to use the following proposed subcontractors on this **Work**:

	NAME	BUSINESS ADDRESS	WORK TO BE PERFORMED
1.	N/A		
2.			
3.			
4.			
5.			
6.			

The undersigned **BIDDER** agrees that seventy percent (70%) of the **Work** will be required to be performed with his own forces unless a variance is requested and granted from the **CITY OF FAYETTEVILLE.**

Date: 7/16/2013

Signed: Bryan Gonzalez

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END OF SECTION 0311

B·H·C
Brown • Hiller • Clark & Associates
5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Cincinnati Insurance Company
P. O. Box 145496
Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, 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, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **WEST FORK WHITE RIVER - WATER & SEWER MAIN REPLACEMENT**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **16th** day of **July** **2013**

(Witness)

Goodwin & Goodwin, Inc.
(Principal) (Seal)
Bryan Goodwin, President
(Title)

(Witness)

Cincinnati Insurance Company
(Surety)
Elizabeth A. Solomon
(Title) (Seal)
Elizabeth A. Solomon , Attorney-in-Fact

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THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark;
Janice A. Butler; Scott Taylor; Elizabeth A. Solomon and/or Sarah Day

of Fort Smith, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Elmer H. Kelly
Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 16th day of July, 2013

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlosser
Secretary

BN-1005 (10/08)

SECTION 0500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND GOODWIN & GOODWIN, INC.

THIS AGREEMENT is dated as of the_____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **GOODWIN & GOODWIN, INC.**

1. **GOODWIN & GOODWIN, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

   WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

2. **GOODWIN & GOODWIN, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. **GOODWIN & GOODWIN, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **180** calendar days. **GOODWIN & GOODWIN, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **$500** for each calendar day thereafter that the **WORK** is not complete.

4. **GOODWIN & GOODWIN, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL**.

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

   5.1 Invitation to Bid
   5.2 Information for Bidders
   5.3 Supplemental Information for Bidders
   5.4 Bid Proposal
   5.5 Bid Bond
   5.6 Agreement Between City of Fayetteville and Goodwin & Goodwin, Inc.
   5.7 Performance and Payment Bond
   5.8 General Conditions
   5.9 Prevailing Wage Rates
   5.10 Notice of Award
   5.11 Notice to Proceed
   5.12 Project Manual
   5.13 Addenda Numbers **1** to **1**.
   5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GOODWIN & GOODWIN, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. City of Fayetteville and Contractor each binds itself, it 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. **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, 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.

8.7. This contract must be interpreted under Arkansas Law.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and GOODWIN & GOODWIN, INC. have signed this Agreement in quadruplicate. One counterpart each has been delivered to City of Fayetteville and Engineer, and two counterparts have been delivered to Contractor. All portions of the Contract Documents have been signed, initialed, or identified by City of Fayetteville and Contractor or identified by Engineer on their behalf.

OWNER

CITY OF FAYETTEVILLE

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

ATTEST_____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

CONTRACTOR

GOODWIN & GOODWIN, INC.

BY Bryan Goodwin

[CORPORATE SEAL]

ATTEST

Address for giving notices:

3503 Free Ferry Road

Fort Smith, AR 72903

License No. 0016960414

Agent for service of process:_____

_____

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

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END OF SECTION 0500

SECTION 0420

STATEMENT OF BIDDER'S QUALIFICATIONS

All requests must be addressed in writing 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/she desires.

For a *Contractor* to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least 5 (five) years active experience under the current Contractor name in the installation of the product bid, included removal and replacement of sewer lines in-situ with bypass pumping. The work shall have been executed for municipalities operating water/sewer facilities or water/sewer contracted operations with a minimum of three (3) projects exceeding one million dollars ($1,000,000). Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville.

A. <u>REQUESTS REGARDING BIDDER</u>

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you. (If so, where and why?)
9. Have you ever defaulted on a contract ? (If so, where and why?)
10. List similar projects of the size and magnitude of this Project which were completed by your company, stating the cost for each and the month and year completed. Include the entity for which the work was performed with names, titles, and phone numbers.
11. Background and experience of field personnel currently employed by your organization who will perform the work.
12. Background and experience of the principal members (officers) of your organization. Include president, vice president, secretary, treasurer, etc.
13. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fayetteville.
14. If subcontractor is to be used for this contract, state the percentage of work anticipated to be completed by subcontractor. If subcontractor is to perform

work, a separate Statement of Bidder's Qualifications regarding subcontractor and the method used by the subcontractor. Refer to Section 0100 & Section 0311.

Submit this Statement of Bidders Qualifications to the Engineer. Qualifications shall be submitted in a separate sealed envelope at the date and time listed on the Bid Proposal.

_____

(Name of Bidder)

By:_____

Title:_____

END OF SECTION 0420

SECTION 0500

AGREEMENT BETWEEN
CITY OF FAYETTEVILLE AND GOODWIN & GOODWIN, INC.

THIS AGREEMENT is dated as of the_____ day of _____ in the year 2013 by and between the **CITY OF FAYETTEVILLE** and **GOODWIN & GOODWIN, INC.**

1. **GOODWIN & GOODWIN, INC.** shall commence and complete all Work as specified or indicated in the Contract Documents. The **WORK** is generally described as follows:

   WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

2. **GOODWIN & GOODWIN, INC.** shall furnish all materials, supplies, tools, equipment, labor and other service necessary for the completion of the **WORK** described herein.

3. **GOODWIN & GOODWIN, INC.** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** on or before a date to be specified in the **NOTICE TO PROCEED** and completed and ready for final payment within **180** calendar days. **GOODWIN & GOODWIN, INC.** shall pay the **CITY OF FAYETTEVILLE**, as liquidated damages, the sum of **$500** for each calendar day thereafter that the **WORK** is not complete.

4. **GOODWIN & GOODWIN, INC.** agrees to perform all of the **WORK** described in the **CONTRACT DOCUMENTS** and comply with the terms therein as shown in the **BID PROPOSAL.**

5. The term **CONTRACT DOCUMENTS** shall mean and include the following:

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   5.7 Performance and Payment Bond
   5.8 General Conditions
   5.9 Prevailing Wage Rates
   5.10 Notice of Award
   5.11 Notice to Proceed
   5.12 Project Manual
   5.13 Addenda Numbers 1 to 1.
   5.14 Change Orders

6. The **CITY OF FAYETTEVILLE** shall pay **GOODWIN & GOODWIN, INC.** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. **MISCELLANEOUS**

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. City of Fayetteville and Contractor each binds itself, it 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. **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, 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.

8.7. This contract must be interpreted under Arkansas Law.

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OWNER

CITY OF FAYETTEVILLE

BY _____
Mayor Lioneld Jordan

[CORPORATE SEAL]

ATTEST_____

Address for giving notices:

113 W. Mountain
Fayetteville, AR 72701

CONTRACTOR

GOODWIN & GOODWIN, INC.

BY Bryan Goodwin

[CORPORATE SEAL]

ATTEST

Address for giving notices:

3503 Free Ferry Road

Fort Smith, AR 72903

License No. 0016960414

Agent for service of process:_____

_____

(If **CONTRACTOR** is a corporation, attach evidence of authority to sign.)

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END OF SECTION 0500

SECTION 0600

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND

WE,_____as Principal, hereinafter called Principal, and

_____as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville in the amount of

_____Dollars ($_____) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, and successors, and assigns, jointly and severally, and firmly by these presents.

Principal has by written agreement dated _____ entered into a contract with City of Fayetteville for _____

WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

_____

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

The condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the City of Fayetteville from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the City of Fayetteville all outlay and expense which the City of Fayetteville may incur in making good any such default, and, further, that if the Principal shall pay all persons all indebtedness for labor or materials furnished or performed under said contract failing which such persons shall have a direct right of action against the Principal and Surety jointly and severally under this obligation, subject to the City of Fayetteville's priority, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

No suit, action or proceeding shall be brought on this bond outside the State of Arkansas. No suit, action or proceeding shall be brought on this bond except by the City of Fayetteville after six months from the date final payment is made on the Contract, not shall any suit, action or proceeding be brought by the City of Fayetteville after two years from the date on which the final payment under the Contract falls due. Any Alterations which may be made in the terms of the contract or in the work to be done under it, or the giving by the City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part either of the City of Fayetteville or Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, personal representatives, successors, or assigns from their liability hereunder, notice to the Surety of Sureties of any such alteration, extension, or forbearance being hereby waived.

In no event shall the aggregate liability of the Surety exceed the sum set herein.

Executed on the _____ day of _____ 2013.

By _____

_____ (Seal)
Principal

Witness:)
)
Attest:)

_____

_____

_____ (Seal)
Surety

This Bond is given in Compliance with Act 351 of 1953, as amended.

END OF SECTION 0600

SECTION 0640

WARRANTY BOND

We,_____, as principal ("Principal"), and _____ as surety ("Surety"), are hereby jointly and severally held and firmly bound unto the City of Fayettevillefor the payment of_____ _____Dollars ($_____), subject to the terms and conditions provided herein.

WHEREAS, Principal executed and entered into that certain Agreement with City of Fayetteville for

WEST FORK WHITE RIVER - WATER AND SEWER MAIN REPLACEMENT

dated_____, 2013 (the "Contract"), the provisions of which are incorporated herein by reference, and unless otherwise defined herein all defined terms used or referred to herein shall have the meaning ascribed thereto in the Contract. In addition to other obligations and liabilities, the Contract required Principal to perform the Work for the Project and to furnish this Bond to City of Fayetteville in compliance with Article 22 of the General Conditions.

NOW THEREFORE, the obligations of Principal and Surety herein shall remain in full force and effect as provided herein, subject to becoming null and void upon the occurrence of either or both of the conditions that (a) Principal shall fully perform and satisfy all obligations and liabilities of Principal under the warranty and guarantee provisions of Article 29 of the General Conditions, as modified or supplemented by the Supplementary Conditions or any other applicable Contract Documents, at any time within two years after the date of Final Acceptance or such longer period of time as may be prescribed therein(the "Warranty Period"), all of which includes without limitation either correcting the defective Work, or removing and replacing it with nondefective Work, or paying all direct, indirect or consequential costs of such correction or removal and replacement, all as provided therein, or (b) City of Fayetteville shall fail to institute a lawsuit, action or other proceeding under this Bond before the expiration of three (3) months following the end of the Warranty Period.

FURTHER PROVIDED, that (a) any changes, modifications, amendments, alterations or supplementations in or to the Contract, and Contract Documents or the Work, or the giving by City of Fayetteville of any extension of time for the performance of the Contract, or any other forbearance on the part of either City of Fayetteville or Principal to the other, shall not in any way release the Principal or Surety, or either of them, from their liability hereunder, notice to the Surety of any of the foregoing being hereby waived, (b) in no event shall the aggregate liability of Surety exceed the amount set out herein, and (c) the rights and obligations hereof shall be binding upon and shall inure to the benefit of Principal, Surety, City of Fayetteville and their respective heirs, legal representatives, partners, privies, successors and assigns, provided that nothing herein shall authorize the assignment of any such rights and obligations.

Date of project final completion is _____. The bond shall be 50% of the final project value and shall effective for a period of two years.

Executed on the _____day of _____20 ____.

By _____

_____(Seal)

Witness:)
)
Attest:)

_____

_____

_____(Seal)
Surety

END OF SECTION 0640

SECTION 0660

CONTRACTOR'S ACT OF ASSURANCE FORM

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of $10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding $10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of $2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME:_____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION 0660

SECTION 0700

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, and Regulations
11. Protection of Work, Property, and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Taxes
31. Excess Engineering Costs
32. Documents to be Kept on the Job Site
33. Prosecution of the Work
34. Sanitary Facilities

1. DEFINITIONS

1.1 Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 BIDDER - Any qualified person, firm or corporation submitting a Bid for the Work.

1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

1.6 CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, Bid Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice Of Award, Notice To Proceed, Change Order, Drawings, Specifications, and Addenda.

1.8 CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.9 CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.

1.10 CONTRACTOR - The person, firm or corporation with whom the City of Fayetteville has executed the Agreement.

1.11 DRAWINGS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

1.12 ENGINEER – The Engineering Department of the City of Fayetteville, or their authorized representative.

1.13 FIELD ORDER - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City of Fayetteville to the successful Bidder.

1.15 NOTICE TO PROCEED - Written communication issued by the City of Fayetteville to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

1.16 OWNER – The City of Fayetteville.

1.17 PROVIDE – Furnish and install, complete in place, operating, tested and approved.

1.18 PROJECT - The undertaking to be performed as provided in the Contract Documents.

1.19 PRODUCTS – The materials, systems, and equipment provided by the Contractor.

1.20 PROJECT REPRESENTATIVE - The authorized representative of the City of Fayetteville who is assigned to the Project site or any part thereof.

1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, Manufacturer, Supplier or Distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

1.22 SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

1.24 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the Project and approved by the agency in writing prior to inclusion in the Contract Documents.

1.25 SUPPLIERS - Any person, supplier or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

1.26 WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The Contractor shall submit to the City of Fayetteville such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the City of Fayetteville may request concerning Work performed or to be performed.

3.2 Prior to the first partial payment estimate the Contractor shall submit schedules showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.

3.3 The Contractor shall also submit a schedule of payments that the Contractor anticipates earning during the course of the Work.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the City of Fayetteville. The Drawings and Specifications

are intended to supplement but not duplicate each other. An item of Work indicated in one and not the other shall be performed by the Contractor just as if it had been indicated in both.

4.2 It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, the character, quality and quantity of the materials to be encountered, the general and local conditions, and all other matters which can, in any way, affect the Work under this Contract.

4.3 Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings. The Contractor shall not perform Work based on "scaled" measurements of Drawings, but shall obtain written instructions from the Engineer as to the dimensions to be used before proceeding with the Work.

4.4 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

4.5 The Specifications are written in imperative and abbreviated form. The imperative language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall," "the Contractor shall," "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, all indicated requirements shall be performed whether stated imperatively or otherwise.

4.6 Whenever the term "Work Included" is used as an article or paragraph heading in Part 1 of a Specification Section, it is merely a listing of the significant items described with the section and is not intended to "scope" the section or to imply a trade responsibility."

4.7 Whenever the words "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used in the Contract Documents, it shall be assumed that the term "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative," or "submitted to the Engineer or his representative."

5. SHOP DRAWINGS

5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawings which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

6.5 Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards.

7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

7.3 The City of Fayetteville shall provide all other inspection and testing services not required by the Contract Documents.

7.4 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.

7.5 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

7.6 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

7.7 If any Work is covered contrary to the written request of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

7.8 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate Change Order shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

9. PATENTS

9.1 The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City of Fayetteville harmless from loss on account thereof, except that the City of Fayetteville shall be responsible for any such loss when particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the Engineer.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The Engineer shall furnish all land surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Engineer, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, the Contractor shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City of Fayetteville, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes In The Work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damages or loss attributable to the fault of the Contract Documents or to be acts or omissions of the City of Fayetteville or the 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 the Contractor.

11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or City of Fayetteville, shall act to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The Contractor will supervise and direct the Work. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

12.2 The City of Fayetteville shall have the authority to require the Contractor to remove from the work any incompetent or insubordinate superintendent.

13. CHANGES IN THE WORK

13.1 The City of Fayetteville may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order.

13.2 The Engineer, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City of Fayetteville.

14. CHANGES IN CONTRACT PRICE

14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

14.1.1 Unit prices previously approved.

14.1.2 An agreed lump sum.

14.1.3 The actual cost for labor, direct overhead, materials, supplies equipment, and other services necessary to complete the work. In addition there shall be

added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

14.2 The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustments under the following conditions:

14.2.1 If the total cost of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

14.2.2 If there is no corresponding adjustment with respect to any other item of Work; and

14.2.3 If Contractor believes that it has incurred additional expense as a result thereof; or

14.2.4 If Engineer believes that the quantity variation entitle it to an adjustment in the Unit Price, either Engineer or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 13, if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice-To-Proceed.

15.2 The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City of Fayetteville, that the contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

15.3 The following holidays will be observed by the City of Fayetteville and have been considered when calculating the contract time.

15.3.1 New Year's Day
15.3.2 Martin Luther King, Jr.
15.3.3 President's Day
15.3.4 Memorial Day
15.3.5 Independence Day
15.3.6 Labor Day
15.3.7 Veteran's Day

15.3.8 Thanksgiving (2 days)
15.3.9 Christmas (2 days)

15.4 The calendar contract time includes delays for normal weather related events such as rain, snow, and freezing temperatures that may affect the progress of the Work. An average delay of five (5) calendar days per month has been considered when calculating the contract time. A request for an extension of time shall not be granted until the specific number of documented weather delays within the contract time has been exceeded, inclusive of weekends.

15.5 If the Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the City of Fayetteville, then the Contractor will pay to the City of Fayetteville the amount for liquidated damages as specified in the Agreement Between City of Fayetteville And Contractor for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.6 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly gives Written Notice of such delay to the City of Fayetteville or Engineer:

15.6.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

15.6.2 To any acts of the City of Fayetteville not contemplated by this Agreement.

15.6.3 To causes not reasonable foreseeable by the parties of this Contract which are beyond the control and withhold the fault or negligence of the Contractor, including but not restricted to, acts of nature or of the public enemy, acts of another Contractor in the performance of some other Contract with the City of Fayetteville, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and,

15.6.4 To any delay of any subcontractor occasioned by any of the causes specified in Subparagraphs 1, 2, and 3 of this Paragraph 15.6.

15.7 Provided, however, that the Contractor promptly notifies the City of Fayetteville in writing within ten (10) days of the cause of delay. Upon receipt of such notification, the City of Fayetteville shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and terms of the Contract, the delay is properly excusable, the City of Fayetteville shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

16. CORRECTION OF WORK

16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the City of Fayetteville and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City of Fayetteville may remove such Work and store the materials at the expense of the Contractor.

17. SUBSURFACE CONDITIONS

17.1 In the preparation of Contract Documents, the Engineer has relied upon the report of soil and subsurface investigations listed in the Supplemental Information For Bidders (If Listed).

17.1.1 The above report is not part of the Contract Documents and is provided for information purposes only. Neither the City of Fayetteville nor the Engineer guarantees the accuracy of the report. The Contractor shall make further investigations and tests as deemed necessary.

17.2 The Work included in this Project may require excavation and related activities in close proximity to existing buried and aerial utility lines and facilities, such as water lines, sewer lines, storm drains, natural gas lines, electrical power lines, telephone cables, and TV cables. Where their presence is known, the approximate location of such utilities is shown on the Drawings, but all such utilities and individual service lines are not shown. The Contractor shall be aware of the potential for such utility lines to conflict with intended construction efforts, and the Contractor shall use appropriate precautionary measures to locate and protect such utility lines and services so as to avoid damage and interruptions to service.

17.3 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the City of Fayetteville by Written Notice of:

17.3.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

17.3.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents.

17.4 The City of Fayetteville shall promptly investigate the conditions, and if the City of Fayetteville finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Change Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless the Contractor has given the required Written Notice; provided that the City of Fayetteville may, if the City of Fayetteville determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The City of Fayetteville may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

18.2 If the Contractor is adjudged as bankrupt or insolvent, or if the Contractor makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if the Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor repeatedly fails to make prompt payments to Subcontractors for labor, material or equipment or if the Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if the Contractor disregards the authority of the Engineer, or if the Contractor otherwise violates any provision of the Contract Documents, then the City of Fayetteville may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method the City of Fayetteville may deem expedient. In such case the 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 and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City of Fayetteville. Such costs incurred by the City of Fayetteville will be determined by the Engineer and incorporated in a Change Order.

18.3 Where the Contractor's services have been so terminated by the City of Fayetteville, said termination shall not affect any right of the City of Fayetteville against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City of Fayetteville due the Contractor will not release the Contractor from compliance with the Contract Documents.

18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the City of Fayetteville may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City of Fayetteville or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the City of Fayetteville fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the City of Fayetteville and the Engineer, terminate the Contract and recover from the City of Fayetteville payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the City of Fayetteville has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the City of Fayetteville and the Engineer stop the Work until the Contractor has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the City of Fayetteville or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the City of Fayetteville or Engineer.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering Work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting

data, satisfactory to the City of Fayetteville, as will establish the City of Fayetteville's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the City of Fayetteville, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The City of Fayetteville will endeavor within thirty (30) days of presentation of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The City of Fayetteville shall retain five (5) percent of the amount of each payment. No application for partial payment shall be made when, in the judgement of the Engineer, the total value of the Work done and materials incorporated into the Work under this Contract since the last preceding estimate amount is less than $10,000 unless authorized by Engineer. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are securely stored either at or near the site.

19.3 All Work covered by partial payment made shall thereupon become the sole property of the City of Fayetteville, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damaged Work, or as a waiver of the right of the City of Fayetteville to require the fulfillment of all terms of the Contract Documents.

19.4 The City of Fayetteville will have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City of Fayetteville.

19.5 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under the condition of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the City of Fayetteville, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

19.6 The Contractor will indemnify and save the City of Fayetteville or the City of Fayetteville's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machines and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City of

Fayetteville's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City of Fayetteville may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City of Fayetteville to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City of Fayetteville shall be considered as a payment made under the Contract Documents by the City of Fayetteville to the Contractor and the City of Fayetteville shall not be liable to the Contractor for any such payments made in good faith.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The Acceptance by the Contractor of final payment shall be and shall operate as a release to the City of Fayetteville of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City of Fayetteville and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. INSURANCE

21.1 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

21.1.1 Claim under worker's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or

(2) by any other person;

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;

21.1.6 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

21.1.7 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.

21.2 The Contractor shall procure and maintain, at his own expense, during the Contract Time, liability insurance as specified in Paragraph 21.7.

21.3 The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be Performed. Unless specifically authorized by the City of Fayetteville, the amount of such insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the City of Fayetteville. The policy shall name as the insured the Contractor, the Engineer, the City of Fayetteville and the Funding Agency.

21.4 The Contractor shall procure and maintain, at the Contractor's own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workman's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause such Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 Certificates of Insurance acceptable to the City of Fayetteville shall be filed with the City of Fayetteville prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior Written Notice has been given to the City of Fayetteville.

21.6 The Contractor shall not commence Work under this Contract or allow any subcontractor or anyone directly or indirectly employed by anyone of them to

commence Work until the Contractor has obtained all insurance required under this Article 21, and duly executed certificates of such insurance shall have been filed with the Engineer and the City of Fayetteville. Such certificates of insurance shall note that City of Fayetteville, Engineer, and Funding Agency have been endorsed as an additional insured on Contractor's comprehensive general liability policy.

21.7 The limits of liability for the insurance required under this Article 21 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

21.7.1 Worker's Compensation

A.	State:	Statutory
B.	Applicable Federal:	Statutory
C.	Employer's Liability:	$500,000

21.7.2 Comprehensive General Liability Insurance, includes Completed Operations:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.3 Contractual Liability Insurance:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.4 City of Fayetteville's and Contractor's Protective Liability Insurance:

A. Bodily Injury Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$1,000,000 Each Occurrence
$1,000,000 Annual Aggregate

21.7.5 Automobile Liability:

A. Bodily Injury Liability:
$1,000,000 Each Person
$1,000,000 Annual Aggregate

B. Property Damage Liability:
$ 250,000 Each Occurrence

22. CONTRACT SECURITY

22.1 The Contractor shall within ten (10) days after the receipt of the Notice Of Award furnish the City of Fayetteville with a Performance and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the City of Fayetteville to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the City of Fayetteville. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable Bond to the City of Fayetteville.

22.2 At the time of Final Acceptance of the Work by the City of Fayetteville, the Contractor shall furnish to the City of Fayetteville a Warranty Bond in the amount of fifty (50) percent of the amount of the final Contract Price. The Warranty Bond shall guarantee the Work in accordance with Article 29 of the General Conditions for the applicable warranty period of two (2) years from the date of Final Payment. It shall be on the form shown in Section 0640 - Warranty Bond.

23. ASSIGNMENTS

23.1 Neither the Contractor nor the City of Fayetteville shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without consent of the other party.

24. INDEMNIFICATION

24.1 The Contractor will indemnify and hold harmless the City of Fayetteville and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them 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.

24.2 In any and all claims against the City of Fayetteville or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or the giving of or failure to give directions or instructions by the Engineer, or his agents, or employees, provided such giving or failure to give is the primary cause of injury or damage.

25. SEPARATE CONTRACTS

25.1 The City of Fayetteville reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

25.2 The City of Fayetteville may perform additional Work related to the Project, or the City of Fayetteville may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the City of Fayetteville, if the City of Fayetteville is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

25.3 If the performance of additional Work by other Contractors or the City of Fayetteville is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City of Fayetteville or others involves him in additional expense or entitles him to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.

26.2 The Contractor shall perform a minimum of seventy (70%) of the Work.

26.3 The Contractor shall be fully responsible to the City of Fayetteville for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City of Fayetteville may exercise over the Contractor under any provision of the Contract Documents.

26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City of Fayetteville.

27. ENGINEERS AUTHORITY

27.1 The Engineer shall act as the City of Fayetteville's representative during the construction period. The Engineer shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. The Engineer shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.

27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, or construction safety.

27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.

27.5 The Engineer will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Engineer on such matters will be final, binding on Engineer and Contractor and not subject to appeal (except as modified by Engineer to reflect changed factual conditions).

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of Notice-To-Proceed, the City of Fayetteville shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.

28.2 The City of Fayetteville shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The Contractor shall provide at his own expense and without liability to the City of Fayetteville any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 If within two years after the date of Final Payment 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 Document, any Work is found to be defective, Contractor shall promptly, without cost to City of Fayetteville and in accordance with City of Fayetteville's written instructions, either correct such defective Work, or if it has been rejected by City of Fayetteville, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City of Fayetteville may have the defective Work corrected or the rejected Work removed and replace, and all direct, indirect and consequential costs of such correction, removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, surveyors, and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Final Acceptance 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 Agreement.

30. TAXES

30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

31. EXCESS ENGINEERING COSTS

31.1 Excess engineering costs shall be applicable during the execution of the contract.

31.2 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any overtime work. For any such overtime during the regular specified Contract Time beyond the regular eight hour day (40 hours Monday through Friday) and for any time worked on Saturday, Sunday, or holidays, the charges for such personnel will be as provided in the Schedule of Charges below.

31.3 These charges for excess engineering will be deducted from the Contractor's monthly payment request.

31.4 Base Rate Schedule of Charges to be as follows for all engineering and construction observation expenses incurred by the City of Fayetteville in connection with any overtime work. Overtime, Saturday, and Sunday work shall be calculated as 1.5 times the base hourly rate. Holiday work shall be calculated as 2.0 times the base hourly rate.

Personnel	Base Hourly Rate
Project Engineer	$ 110.00
Construction Manager	80.00
Resident Project Representative	60.00

31.5 The Contractor shall not work over a 10-hour day without written permission from the City of Fayetteville.

31.6 The Engineer shall determine when observation of construction activities beyond the regular eight-hour day is required.

31.7 The City of Fayetteville shall charge the Contractor for all engineering and construction observation expenses incurred by City of Fayetteville in connection with any work that occurs after the original final completion date of the contract, unless the contract time has been extended by written change order. Expenses shall be at the rates identified in Paragraph 31.4.

32. DOCUMENTS TO BE KEPT ON THE JOB SITE

32.1 The Contractor shall keep one copy of the Contract Documents on the job site, in good order, available to the Engineer and to his representatives.

32.2 The Contractor shall maintain on a daily basis at the job site, and make available to the Engineer on request, one current record set of the Drawings which have been accurately marked up to indicate all modifications in the completed Work that differ from the design information shown on the Drawings. Upon substantial completion of the Work, the Contractor shall give the Engineer one complete set of marked up record Drawings.

32.3 Failure of the Contractor to submit accurate Record Drawings to the Engineer will be adequate justification for postponement of the Final Inspection and Final Payment.

33. PROSECUTION OF THE WORK

33.1 It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are the essence of this Contract. The Work shall be prosecuted at such time, and in or on such part or parts of the Project as may be required, to complete the Project as contemplated in the Contract Documents and the approved construction schedule.

33.2 Regular Work hours shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday. No Work requiring the presence of the Engineer's representative will be performed outside of regular Work hours without prior written approval from the City of Fayetteville.

34. SANITARY FACILITIES

34.1 The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and County. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

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END OF SECTION 0700

SECTION 0830

PREVAILING WAGE RATES

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MIKE BEEBE
GOVERNOR

STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

RICKY BELK
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4508 TRS: 800-285-1131

June 24, 2013

Shannon Jones
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

RE: West Fork White River
Water and Sewer Main Replacement
(Hwy 16 #040578)
Fayetteville, Arkansas
Washington County

Dear Mr. Jones:

Please be advised that the Arkansas Prevailing Wage Law shall not be construed to apply to or affect highway, road, street, or bridge construction and maintenance or related work contracted for or performed by incorporated towns, cities, counties, or the Arkansas State Highway and Transportation Department. Ark. Code Ann. § 22-9-303 (b) (1987).

Since your request is for relocation due to highway construction, the Prevailing Wage Law would exclude the above-referenced project from coverage and you are under no obligation to obtain a wage determination from this department.

Please note that you may access a copy of the Prevailing Wage Law and Regulations at http://www.labor.ar.gov.

If you have any questions, or if I can be of further assistance, please contact me at the above address or call (501) 682-4536.

Sincerely,

Lorna Kay Smith

Lorna Kay Smith
Prevailing Wage Division

SECTION 0840

NOTICE OF AWARD

Date

Contractor
Address

Re: Project

The City of Fayetteville has considered the bid submitted by **Contractor** for construction of the **Project** in response to its Advertisement for Bids and Instructions to Bidders.

Contractor is hereby notified that their bid has been accepted and awarded in the amount of **$Value**.

Contractor is required to deliver the required Performance and Payment bonds (filed with the Washington County Circuit Clerk), and certificates of insurance within 10 business days.

A preconstruction conference will be scheduled in Room 111 of the Fayetteville City Hall, 113 West Mountain once a date and time has been agreed upon. Representatives of **Contractor** and the City of Fayetteville shall attend. I ask that **Contractor** bring a preliminary construction progress schedule and a preliminary schedule of values to the preconstruction conference.

The intent is to issue the Notice to Proceed at the preconstruction conference.

Work should commence with a start date within two weeks of issuance of the Notice to Proceed.

Contractor is required to return an acknowledged copy of this Notice of Award to the City of Fayetteville.

We look forward to working with you on this project. Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon W. Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award for the **Project** is hereby acknowledged.

By **Contractor**,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0840

SECTION 0845

NOTICE TO PROCEED

Date

Contractor
Address

Re: Project

This is the official Notice to Proceed for the **Project**, in accordance with your bid and the agreement between your firm and the City of Fayetteville.

The Contract Time(s) will commence on **Date**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement between City of Fayetteville and **Contractor**, the date of Final Completion is **Date**.

Before you may start any work at the Site, you must submit the following:

- Preliminary construction progress schedule.
- Preliminary schedule of submittals.
- Preliminary schedule of values.

We look forward to working with you on this project.

Please email me at shjones@ci.fayetteville.ar.us or call 479-444-3452 if you have any questions.

Sincerely,

City of Fayetteville, Arkansas

Shannon Jones, P.E.
Utilities Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed for the **Project** is hereby acknowledged

by **Contractor**,

this _____ day of _____, 2013.

By _____

Title _____

END OF SECTION 0845

SECTION 0900

MEASUREMENT AND PAYMENT

GENERAL

1.1 RELATED SECTIONS

A. Section 0310 – Bid Proposal.

B. Section 0700 - General Conditions.

1.2 MEASUREMENT OF QUANTITIES

A. All work completed under the contract will be measured by the Engineer, or his/her authorized representatives, using United States Customary Units of Measure or the International System of Units.

B. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

1.3 SCOPE OF PAYMENT

A. The Amount for Work listed in the Bid, whether lump sum or unit price, shall include all costs specified on the Bid Form, including all miscellaneous amounts (bonds, insurance, as built record drawings, traffic control, and any incidental items necessary to complete the Project in accordance with the Contract Documents.

B. The quantities listed in these documents are approximate, for information only, and should be verified by each bidder prior to bidding

C. Payments for lump sum items shall be made in proportion to the amount of Work accomplished, as determined by the Engineer, as of the period ending date of each Application for Payment.

D. Payment for unit price items shall be made as the work progresses. Said payments will be based upon the work performed and materials complete in place in accordance with the contract, plans, and specifications, approved by the Engineer, as of the period ending date of each Application for Payment.

E. It is understood and agreed that the Contractor shall not be entitled to partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question.

F. No partial payments shall bind the City to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment.

G. The Contractor has sole responsibility for providing materials, equipment and work which meet the specifications. In the event inspection or testing reveals that materials/equipment furnished or work performed by the Contractor does not meet the specifications, payment for said materials/equipment/work will be withheld until compliance with the specifications is demonstrated by the Contractor.

1.4 UNIT PRICE ITEMS

A. Item No. 1 - Mobilization

1. Unit of Measure: Lump Sum
2. All preparatory work and operations necessary for movement of personnel, equipment, supplies, and incidentals to the Project Site.
3. Establishment of temporary offices, storage buildings, sanitary facilities, and other facilities necessary to undertake the Project.
4. Work and operations which must be performed, or for expenses incurred, prior to beginning work on the Project.
5. Any preconstruction cost (not including bidding cost) not directly attributable to other pay items in this Section.
6. Payment shall be based on the percentage of total Contract price completed. The amount of Mobilization paid and when are shown below:

First Estimate	25% of Mobilization
10% Total Contract Price Completed	50% of Mobilization
25% Total Contract Price Completed	100% of Mobilization

7. Total Contract Price Completed shall be actual construction completed and does not include materials stored.
8. In no case shall the amount bid for Mobilization exceed five (5) percent of the Total Contract Amount listed in Section 0310 BID PROPOSAL. A bid with mobilization exceeding five (5) percent of the total bid shall be rejected.

B. Item No. 2 - Erosion Control

1. Unit of Measure: Lump Sum
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide, install and maintain erosion control facilities, in accordance with the Storm Water Pollution Prevention Plan.
3. Monthly progress payments shall be based on the percentage of pipe installed.

C. Item No. 3 – Act 291, 1993 Trench and Excavation Safety System, Complete.

1. Unit of Measure: Lump Sum
2. This item shall compensate the Contractor for materials, labor, tools and equipment to safely protect workers in trench areas.
3. Monthly progress payments shall be made based on the percent of the pipe footage installed.

D. Item No. 4 – 16-Inch Ductile Iron Pipe, Class 350 with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 16-inch Water Main, in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

E. Item No. 5 – 16-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap.

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 16-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

F. Item No. 6 - 12-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

G. Item No. 7 - 12-Inch PVC, C-900, DR-14 Water Main

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price

H. Item No. 8 - 12-Inch Restrained Joint PVC, C-900, DR-14 Water Main

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

I. Item No. 9 - 12-Inch Restrained Joint PVC, C-900, DR-14 Water Main Installed by Directional Drilling

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire. Pipe shall be CertainTeed Certa-Lok.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

J. Item No. 10 - 8-Inch Restrained Joint Ductile Iron Pipe, Class 350 with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch Restrained Joint Water Main in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

K. Item No. 11 - 8-Inch PVC, C-900, DR-14 Water Main

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.

3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

L. Item No. 12 - 8-Inch Restrained Joint PVC, C-900, DR-14 Water Main

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch Restrained Joint PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

M. Item No. 13 - 6-Inch Ductile Iron, Class 350 Fire Hydrant Stubs with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 6-inch Water Main, in accordance with the Drawings and Specifications. Payment shall include double polywrap, trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

N. Item No. 14 - 2-Inch PVC, SDR 13.5 Water Main

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 2-inch PVC Water Main in accordance with the Drawings and Specifications. Payment shall include trace wire and marker tape.
3. Payment for pipe shall be made at 80% of the unit bid price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 90% of the unit price bid upon site restoration. The remaining 10% will be released upon satisfactory establishment of a grass stand.

O. Item No. 15 - 1-Inch Polyethylene Service Tubing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tubing in accordance with the Drawings and Specifications. Payment shall include trace wire.

3. Payment shall be made at 100% of the bid price upon service tubing installation and rough cleanup.

P. Item No. 16 - 16-Inch Butterfly Valve Class 250B with Box
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

Q. Item No. 17 - 12-Inch Gate Valve with Box
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

R. Item No. 18 - 8-Inch Gate Valve with Box
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

S. Item No. 19 - 6-Inch Gate Valve with Box
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

T. Item No. 20 - 2-Inch Gate Valve with Box
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install valve with box in accordance with the Drawings and Specifications.

U. Item No. 21 - Three Way Fire Hydrant Assembly
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, gate valve with box, swivel adapter (up to 48"), fire hydrant, fire hydrant extensions, glands, bolts, megalugs, gaskets, painting, labor, tools and equipment to provide and install fire hydrants in accordance with the Drawings and Specifications.
3. Tee on the water main will be paid for in Ductile Iron Fittings.

V. Item No. 22 - Remove Existing Fire Hydrant
1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove fire hydrants in accordance with the Drawings and Specifications.

W. Item No. 23 - 2-Inch Blowoff

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install blowoffs in accordance with the Drawings and Specifications.

X. Item No. 24 - 8-Inch x 8-Inch Tapping Sleeve, 8-Inch Tapping Valve with Box

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install tapping sleeve and valve with box in accordance with the Drawings and Specifications.

Y. Item No. 25 - Connect to Existing 2-Inch Water Main

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to connect to existing 2-inch water main in accordance with the Drawings and Specifications.

Z. Item No. 26 - Abandon Existing Valve

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to abandon valve in accordance with the Drawings and Specifications.

AA. Item No. 27 - Epoxy Lined Ductile Iron Water Main Fittings

1. Unit of Measure: Pounds
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install epoxy lined water main fittings in accordance with the Drawings and Specifications.
3. Payment for mechanical joint cast or ductile iron epoxy coated fittings shall be made at the unit price bid in the Proposal per pound, based on the weight of the fittings installed. Weight values will be taken from the current Ductile Iron Pipe Research Association handbook for mechanical joint fittings for AWWA C-153 fittings. Glands, bolts, megalugs, and gaskets shall be included in the unit price payments; however, the weight of these items will not be added to the handbook's fitting weight. All buried pipe fittings 2" and larger in size shall be epoxy coated and shall be cast or ductile iron. Double wrap polyethylene encasement shall be included in the payment for mechanical joint fittings.

BB. Item No. 28 - Single High Pressure Meter Setting, Including Plumber Connection to Existing House Service Line

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install meter setting and connection to service line in accordance with the Drawings and Specifications.

CC. Item No. 29 - Dual High Pressure Meter Setting, Including Plumber Connection to Existing House Service Line

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install meter setting and connection to service line in accordance with the Drawings and Specifications.

DD. Item No. 30 - Remove Existing Meter Setting

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove existing water meter settings in accordance with the Drawings and Specifications.

EE. Item No. 31 - 16-Inch Saddle, 1-Inch Corporation Stop and Tap

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.

FF. Item No. 32 - 12-Inch Saddle, 1-Inch Corporation Stop and Tap

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.

GG. Item No. 33 - 8-Inch Saddle, 1-Inch Corporation Stop and Tap

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.

HH. Item No. 34 - 2-Inch Saddle, 1-Inch Corporation Stop and Tap

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install service tap in accordance with the Drawings and Specifications.

II. Item No. 35 - 30-Inch Bored Steel Casing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bored casing in accordance with the Drawings and Specifications.

JJ. Item No. 36 - 24-Inch Bored Steel Casing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install bored casing in accordance with the Drawings and Specifications.

KK. Item No. 37 - 24-Inch Direct Bury Steel Casing with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install direct bury casing in accordance with the Drawings and Specifications.
3. Payment shall include double polywrap.

LL. Item No. 38 - 16-Inch Direct Bury Steel Casing with Double Polywrap

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install direct bury casing in accordance with the Drawings and Specifications.
3. Payment shall include double polywrap.

MM. Item No. 39 - 8-Inch Direct Bury PVC, SDR-26, Casing on Existing Sewer Service Lines at New Water Main Crossings

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch direct bury PVC casing on existing 4-inch sewer service lines where the sewer service lines are not at least 18-inch below the new water mains. Segments of existing 4-inch sewer service lines shall be replaced as necessary to install this casing. Casing shall be provided with end seals.

NN. Item No. 40 - Anodes at Steel Casing Ends

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anodes on the ends of the new steel casings in accordance with the Drawings and Specifications.

OO. Item No. 41 - Short Bore or Punch Under Trees, for 8-Inch and 12-Inch Main, No Casing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install short bores under trees, where directed, to protect trees in accordance with the Drawings and Specifications. No casing is required.

PP. Item No. 42 - Short Bore or Punch Under Trees, for 2-Inch to 1-Inch Pipe, No Casing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install short bores or punches under trees, where directed, to protect trees in accordance with the Drawings and Specifications. No casing is required.

QQ. Item No. 43 - Protective Fencing for Trees

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install protective fencing around trees, where directed, to protect trees in accordance with the Drawings and Specifications.

RR. Item No. 44 - Cut and Cap Existing 8-Inch Water Main

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to cut and cap water main in accordance with the Drawings and Specifications.

SS. Item No. 45 - Concrete Anchor Collar for 16-Inch Pipe

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.

TT. Item No. 46 - Concrete Anchor Collar for 12-Inch Pipe

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.

UU. Item No. 47 - Concrete Anchor Collar for 8-Inch or 6-Inch Pipe

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install anchor collar, in accordance with the Drawings and Specifications.

VV. Item No. 48 - 1-Inch Air Release Valve Assembly

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install a 1-inch air release valve, valve vault, tap and related fittings, in accordance with the Drawings and Specifications.

WW. Item No. 49 - Leak Detection Vault Assembly

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install the leak detection vault with valves, taps, meter and related fittings, in accordance with the Drawings and Specifications.

XX. Item No. 50 - 12-Inch PVC Sewer Main, SDR-26

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 12-inch PVC, SDR-26 gravity sewer, in accordance with the Drawings and Specifications.
3. Payment for pipe shall be made at 80% of the unit price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 98% of the unit price bid upon seeding, mulching, fertilizing, and final cleanup. The remaining 2% will be released upon satisfactory establishment of a grass stand.

YY. Item No. 51 - 8-Inch PVC Sewer Main, SDR-26

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 8-inch PVC, SDR-26 gravity sewer, in accordance with the Drawings and Specifications.
3. Payment for pipe shall be made at 80% of the unit price upon pipe installation, backfilling, and rough grading. Payment shall be increased to 85% upon completion of testing. Payment will be increased to 98% of the unit price bid upon seeding, mulching, fertilizing, and final cleanup. The remaining 2% will be released upon satisfactory establishment of a grass stand.

ZZ. Item No. 52 - 4-Inch PVC Sewer Service, SCH 40, Including Trenching and Backfilling

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 4-inch PVC sewer service pipe, in accordance with the Drawings and Specifications.

AAA. Item No. 53 - Sewer Main Trenching and Backfilling, 0-6 Feet Deep

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install gravity sewer main trenching and backfilling for 12-inch and 8-inch mains, for the listed depth, in accordance with the Drawings and Specifications.
3. Payment shall be made for trenching and backfilling for sewer mains 8-inch in size and larger, based on the as-built profile depths to the flowline of the pipe and the unit prices bid in the Proposal for various trench depth classifications. Payment shall be made upon completion of initial rough grading of the backfilled trench. Payment shall include topsoil replacement. Payment for trenching and

BBB. Item No. 54 - Sewer Main Trenching and Backfilling, 6-10 Feet Deep

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install gravity sewer main trenching and backfilling for 12-inch and 8-inch mains, for the listed depth, in accordance with the Drawings and Specifications.
3. Payment shall be made for trenching and backfilling for sewer mains 8-inch in size and larger, based on the as-built profile depths to the flowline of the pipe and the unit prices bid in the Proposal for various trench depth classifications. Payment shall be made upon completion of initial rough grading of the backfilled trench. Payment shall include topsoil replacement. Payment for trenching and backfilling for 4-inch sewer service lines shall be included in the unit cost per foot for the 4-inch pipe.

CCC. Item No. 55 - 4 Foot Diameter Standard Manhole, 0 Feet to 6 Feet Deep

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to construct standard manholes including base, inverts, walls, rings and cover and sewer connections up to a height of 6 feet deep in accordance with the Drawings and Specifications.

DDD. Item No. 56 - Extra Manhole Depth, Over 6 Feet Deep

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment for manhole depth in excess of 6 feet for standard and drop manholes, in accordance with the Drawings and Specifications.

EEE. Item No. 57 - Remove Existing Manhole

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to remove and dispose of existing manholes in an acceptable manner, in accordance with the Drawings and Specifications.

FFF. Item No. 58 - Sewer Service Wye on 8-Inch PVC, 8" SDR-26 x 4" SCH 40

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install sewer service wyes on 8-inch PVC sewer mains, including any 4-inch SCH 40 bends and couplings that may be required to reconnect existing sewer service lines, in accordance with the Drawings and Specifications.

GGG. Item No. 59 - Connect to Existing 12-Inch Sewer

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install couplings as necessary to connect the new PVC sewer main to an existing 12-inch VCP sewer main, in accordance with the Drawings and Specifications.

HHH. Item No. 60 - 4-Inch Manhole Tap for Sewer Service

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install a 4-inch sewer service tap through a new manhole wall, in accordance with the Drawings and Specifications.

III. Item No. 61 - Television Inspection of Existing Sewer to be Abandoned and/or Replaced

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to clean and televise existing sewer mains to locate active service lines, prior to replacing these sewer mains, in accordance with the Drawings and Specifications.

JJJ. Item No. 62 - Television Inspection of Sewer Line Installation After Mandrel Testing

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to clean and televise sewer main installation after mandrel testing in accordance with the Drawings and Specifications.

KKK. Item No. 63 - Sewer Service Cleanout

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install 4-inch cleanout wyes, bends, and cleanout caps, in accordance with the Drawings and Specifications.

LLL. Item No. 64 - Plug Existing Sewer at Manhole Wall

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to plug existing sewer mains through manhole walls in a permanent watertight fashion, in accordance with the Drawings and Specifications.

MMM. Item No. 65 - Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment for core drilling existing manhole walls, installing a sewer pipe with water stop and grout, in accordance with the Drawings and Specifications.

NNN. Item No. 66 - Provide Water Line Tapping Machine with Accessories and Training

1. Unit of Measure: Each
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide a new water line tapping machine with accessories to the City of Fayetteville, in accordance with the Drawings and Specifications.
3. Tapping machine shall be TapMate as manufactured by Romac Industries, Inc., including:

TapMate Base Machine & Storage Box, complete	Item 350-00
TM Hydraulic Power Unit, complete	Item 372-00
6" MJ Adapter Bell	Item 350-05-1048
8" MJ Adapter Bell	Item 350-05-1064
12" MJ Adapter Bell	Item 350-05-1096
6" Carbide Cutter	Item 350-01-1048
8" Carbide Cutter	Item 350-01-1064
12" Carbine Cutter	Item 350-01-1096
Pilot Drill Extension (extra)	Item 350-14
1" Spade Bit (extra)	Item 350-03-08

Onsite training of City's personnel by tapping machine manufacturer.

4. All taps on water mains 12-inch and smaller shall be made by the City. The tapping machine shall be provided to the City in new condition at the start of the project, for the City's use in completing taps.

OOO. Item No. 67 - Asphalt Surface Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install asphalt surfacing in street, parking lot, driveway, and other asphalt surface cuts, except highways, in accordance with the Drawings and Specifications.

PPP. Item No. 68 - Asphalt Highway Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete and asphalt per the AHTD standard detail for highway restoration, in accordance with the Drawings and Specifications.

QQQ. Item No. 69 - Concrete Surface Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete surfacing in street, parking lot, driveway and other concrete surface cuts, except sidewalks, in accordance with the Drawings and Specifications.

RRR. Item No. 70 - Concrete Sidewalk Restoration

1. Unit of Measure: Square Yard
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install concrete surfacing in sidewalk cuts, in accordance with the Drawings and Specifications.

SSS. Item No. 71 - Curb and Gutter Restoration

1. Unit of Measure: Linear Foot
2. This item shall compensate the Contractor for materials, labor, tools and equipment to restore curb and gutter segments in curb cut areas, in accordance with the Drawings and Specifications.

TTT. Item No. 72 - Granular Fill

1. Unit of Measure: Ton
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install Class 7 Base in trenches across streets, driveways and parking lots, as necessary to restore paved or gravel surfaces, in accordance with the Drawings and Specifications.
3. Payment shall be made per ton based on truck delivery tickets, for material installed in an acceptable fashion.

UUU. Item No. 73 - Trench Stabilization Material

1. Unit of Measure: Ton
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide and install large stone in mucky trench areas, in accordance with the Drawings and Specifications as approved by the Engineer.
3. Payment shall be made per ton based on truck delivery tickets, for material installed in an acceptable fashion.

VVV. Item No. 74 - Sod Restoration on Lawns

1. Unit of Measure: Square Yards
2. This item shall compensate the Contractor for labor, equipment, and materials necessary to install top soil, fertilizer, sod, water, and final cleanup at locations disturbed by the construction to restore sod in lawns designated by the City of Fayetteville, in accordance with the Drawings and Specifications.
3. The maximum width of sod restoration for payment purposes shall be 15 feet. Existing lawns damaged outside this 15 foot limit shall also be restored with sod at the Contractor's sole expense.

WWW. Item No. 75 - Site Restoration, Seeding

1. Unit of Measure: Lump Sum
2. This item shall compensate the Contractor for labor, equipment, and materials necessary to install top soil, fertilizer, seed, mulch cover, water, and final cleanup at all locations disturbed by the construction not otherwise listed in a bid item.

XXX. Item No. 76 - Site Photographs

1. Unit of Measure: Lump Sum
2. This item shall compensate the Contractor for materials, labor, tools and equipment to provide complete still photography documentation of conditions along the pipeline route before and after water and sewer construction, in accordance with the Drawings and Specifications.
3. Payment will be made at 50% of the lump sum price upon delivery of the pre-construction photographs to the City. The balance will be paid upon delivery of the post-construction photographs to the City.

END OF SECTION 0900

SECTION 6300

SUPPLEMENTAL FINAL PRODUCT PERFORMANCE REQUIREMENTS - SEWER

PART 1 - GENERAL

1.01 WORK INCLUDED

A. This Section covers the final product requirements for the pipe section using any of the preapproved methods mentioned in these specifications.

PART 2- PRODUCT PERFORMANCE REQUIREMENTS

2.01 PRODUCT SEAL AT MANHOLE

A. Seal of pipe at new and existing manholes will be inspected upon completion of each line segment and again at a final inspection prior to final acceptance of the project. No visible leaks will be allowed. Should a leak be present at any of the inspection times it will be the responsibility of the Contractor to stop the leak with a method approved by the Engineer. All retainage being held by the City of Fayetteville will be retained until such time as all visible leaks have been repaired to the Engineer's satisfaction. After final acceptance of the project the seals will be inspected again within a 6 month period and any additional leaks will be repaired under the Warranty Period.

2.02 FINAL PIPE PRODUCT

A. Television Inspection - All pipeline sections regardless of the method used will be televised as required by these specifications. Should the television camera fail to pass smoothly and without unnecessary force through a pipeline section that section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications.

B. Mandrel Inspection - All pipeline sections regardless of the method used will be inspected by means of a mandrel pulled by hand through the pipeline section. The mandrel will have an outside diameter equal to 5% deflection of the original inside diameter of the pipeline section prior to rehabilitation. Should the mandrel fail to pass through the section being pulled by hand, the section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications. Mandrel (5% Deflection) will be supplied by the Contractor and checked and approved by Engineer prior to performing test. Mandrel test may be made in conjunction with Television inspection if Mandrel is attached in front of camera to allow Engineer to visually see results.

C. Deformations Within The Invert Area - During the television inspection of all pipeline sections, the lower third of the pipe cross-section will be checked for deformations in the rehabilitated pipeline that in the opinion of the Engineer will affect the natural flow of the pipeline. Deformations will be considered any abnormal protrusion either parallel or perpendicular with the flow of the pipeline. Should any deformations be found in the lower third of the pipe cross-section , the section will be considered as unsatisfactory and repair of the section will be performed as required by these specifications. Deformations caused by the original pipeline section will also not be accepted. It will be the Contractor's responsibility to identify those locations of the original pipeline that may cause such deformities and make required repairs prior to the rehabilitation process. Such repairs will be considered incidental to the price bid for rehabilitation of the pipeline section.

D. Service Reinstatements - During the final televising of the pipeline section, the camera shall stop and pan all services to assure the Engineer that all services have been installed properly and without visible groundwater leaks. No visible leaks will be allowed. Should a leak be present, it will be the responsibility of the Contractor to stop the leak with a method approved by the Engineer. All retainage being held by the City of Fayetteville will be retained until such time as all visible leaks have been repaired to the Engineer's satisfaction.

E. Site Cleanup - The entire construction area will be returned to its original condition including the replacement of vegetation as required by these specifications as soon as possible after final acceptance of the pipeline section has been made. No retainage will be released on the project until all areas have been restored to their original condition.

PART 3 - REPAIR OF DEFECTS

3.01 PIPELINE SECTION REPAIR

A. All sections of pipeline considered as unsatisfactory for any of the reasons mentioned in these specifications may be repaired as follows:

1. Open Cut Methods – Pipe will be removed and replaced with a pipe installed according to the requirements of these specifications.

2. Liner Methods - Liner will be removed and replaced with a liner installed according to the requirements of these specifications.

3. Pipe Bursting Method - Point repair area considered unsatisfactory with approved materials. Care should be taken in joining the sections of pipe to assure they are joined according to these specifications.

3.02 DEDUCTION FOR NONREPAIRED SECTIONS

A. If, at the sole discretion of the Engineer, the unsatisfactory pipe section is allowed to remain, a deduction of 30% of the bid amount for that line segment from manhole to manhole containing the unsatisfactory section will be made. The Contractor has the alternative of repairing the unsatisfactory pipe section as mentioned above if they do not want the deduction of the bid amount to occur. The alternative mentioned in this section to repairing the unsatisfactory pipeline section will be only at the Engineer's discretion and the Engineer's decision will be final.

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END OF SECTION 6300

SECTION 6400

CONSTRUCTION PHOTOGRAPHS

PART 1 GENERAL

1.01 SUMMARY

A. This Section specifies administrative and procedural requirements for construction photographs.

1.02 SUBMITTALS

A. Submit electronic media as specified in Part 3 of this Section.

1.03 QUALITY ASSURANCE

A. Photographs may be taken by Contractor personnel provided the photographs are of sufficient quality, clarity, and content to adequately indicate the status and detail of the Work. If the quality and detail of the photographs taken by Contractor personnel is not adequate to clearly show the condition of the Work, the Contractor shall retain the services of a qualified and established commercial photographer experienced in construction photography. The City will make the final determination of the adequacy of the photographs.

PART 2 PRODUCTS

2.01 PHOTOGRAPHIC REQUIREMENTS

A. Specified in Part 3, this Section

PART 3 EXECUTION

3.01 SITE PHOTOGRAPHS

A. The principal reason for producing site photographs is so that items such as cracked or broken curbs, pavement, or sidewalks; plugged culverts in driveways; condition of shrubs or lawns or other problems along the construction route may be more clearly shown and recorded. This will to some degree preclude the possibility of post construction litigation with property owners adjacent to the Work.

B. In the event that a property owner alleges damages upon their property at the fault of the Contractor, it shall be the responsibility of the Contractor to provide

photographic proof that the damages were existing and/or not caused by the actions of the Contractor. If the Contractor cannot provide photographic proof, the Contractor shall repair all damages to the satisfaction of the property owner at the Contractor's sole expense.

C. Contractor shall be responsible for photographs of the Site to show the existing conditions. Engineer will advise as to which views are of interest. Photographs shall be taken of the following areas and at the following times:

1. Existing Site conditions before construction is started. Number of views shall be adequate to cover the entire project alignment and all areas that will be disturbed. Photographs should be taken at a maximum of 100 feet interval along the alignment in the back and forward direction. Additional photographs shall be taken of items such as cracked or broken curbs, pavement, or sidewalks, plugged culverts in driveways, condition of shrubs or lawns, or other problems along the construction route that may need to be more clearly shown and recorded.

2. Finished Project after completion of Work. Number of views shall be adequate to show the entire alignment and all restored areas.

D. Zone of Influence: Unless otherwise indicated by Engineer or City, the "Zone of Influence" which might be affected by the construction operations and, therefore, shall be documented in the photographs, shall be whichever of the following includes the greatest area.

1. All areas within the temporary construction right-of-ways and grading limits, as indicated on the Contract Drawings.

2. The permanent easement for the completed improvements, as indicated on the Contract Drawings.

3. All areas within 50 feet of the proposed improvements with an additional 25 feet of supplemental coverage in residential areas.

4. All areas within the Project Site.

E. Construction photographs shall be digital images.

F. Digital Images:

1. Submit a complete set of digital image electronic files with each submittal on CD or DVD media.

   a. Provide images in JPEG format, with minimum sensor size of 10.0 megapixels.

   b. Submit images that have same aspect ratio as the sensor, uncropped.

G. Identification:

1. Identify electronic media with date digital photographs were taken. Provide a separate reference document which contains the Contract name and Contract number, date of exposure, and description of each referenced view.

H. Deliver electronic media files to Engineer.

3.03 PAYMENT

A. Payment for site photographs shall be made at the applicable unit prices bid in the Proposal. Payment for "before" photographs shall be made at 50 percent of the bid price upon receipt by the City of an acceptable set of photographs. The balance of this payment item shall be made at project completion, upon receipt by the City of an acceptable set of "after" photographs.

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END OF SECTION 6400

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Carole Jones	Park Planning	Parks
Submitted By	**Division**	**Department**

Action Required:

Staff recommends a resolution approving Bid #13-37 between the City of Fayetteville and Pick-It Construction, Inc. in an amount of $403,987 with a 15% project contingency of $60,598 for a total project cost of $464,585 for the Construction of Wilson Park Pool Buildings Renovation.

$464,585.00	$ 609,776.00	Community Park Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
2250.9256.5315.00	$ 82,924.20	Wilson Park Improvements
Account Number	Funds Used to Date	Program / Project Category Name
13001.1101	$ 526,851.80	PLDO SW Quadrant
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

(In Connie absence)
Alison Dumpe — Department Director — 7/18/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

B Kelly — City Attorney — 7-19-13 Date

Paul A. Becker — Finance and Internal Services Director — 7-22-2013 Date

Received in City Clerk's Office — 7-19-13 A09:13 RCVD

Dan Mann — Chief of Staff — 7-22-13 Date

Received in Mayor's Office — ENTERED 7/19/13

Lionel Jordan — Mayor — 7/22/13 Date

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

From: Carole Jones, Park Planner II

Date: July 19, 2013

Subject: **Bid #13-37, Construction – Wilson Park Pool Buildings Renovation**
Agenda Request for August 6, 2013 Meeting

PROPOSAL:

The Wilson Park swimming pool is the only municipal pool within the City of Fayetteville and had over 20,000 visitors in 2012 during the eight week summer season. The original Wilson Park pool buildings were built between the 1930s and the 1960s. The last significant renovation of the buildings was in 1983.

In 2012, the pool and deck surfaces were repaired and resurfaced as the first phase of the Wilson Park Pool renovation. The renovation of the buildings was approved as part of the 2013 CIP as the next phase of the pool renovation project. Improvements to the pool house and concession building will increase effeciency in use of space, increase ventilation, provide better ADA access and update the restroom and shower facilities.

The project includes the renovation of the office / locker room building, pump house, and concession building. The construction includes structural additions, wall modifications, finishes, mechanical, plumbing, and electrical items.

The project was advertised on June 19 and 26, and bids were opened on July 17, 2013. Five vendors submitted bids as shown in the following table:

Bidder	Total Base Bid
Benchmark Construction of NWA	$442,000
Cornerstone Construction of Russellville, Inc.	$456,300
General Construction Solutions, Inc.	$418,444
Heckathorn Construction Company, Inc.	$438,800
Pick-It Construction, Inc.	**$403,987**

Pick-It Construction, Inc. was the low bid in the amount of $403,987. (See attached certified bid tabulation.) If approved, the construction of the project is anticipated to begin in early September after the pool closes for the season.

RECOMMENDATION:
Staff recommends a resolution approving Bid #13-37 between the City of Fayetteville and Pick-It Construction, Inc. in an amount of $403,987 with a 15% project contingency of $60,598 for a total project cost of $464,585 for the Construction of Wilson Park Pool Buildings Renovation.

BUDGET IMPACT:
This project is funded with Park Land Dedication (SW Quadrant) funds. The cost of $464,585 is accounted for in project number 13001.1101 - Wilson Park Improvements.

Attachments:
Staff Review Form
Bid Submittal – Pick-It Construction, Inc.
Certified Bid Tabulation
Agreement Signed by Contractor
Purchase Requisition

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-37 AND APPROVING A CONTRACT WITH PICK-IT CONSTRUCTION, INC. IN THE AMOUNT OF $403,987.00 FOR CONSTRUCTION OF POOL BUILDING RENOVATIONS AT WILSON PARK, AND APPROVING A FIFTEEN PERCENT (15%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-37 and approves a contract with Pick-It Construction, Inc. in the amount of $403,987.00 for construction of pool building renovations at Wilson Park, and further approves a fifteen percent (15%) project contingency.

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Revised Section 00 41 13

BID FORM

To: City of Fayetteville
Fayetteville, Arkansas

Project: Wilson Park Pool Buildings Renovation
Fayetteville, Arkansas

Date: 07/10/2013

Submitted By: (full name) PICKIT CONSTRUCTION INC.

Full Business Address: 10024 N. CAMPBELL ROAD
FAYETTEVILLE, AR 72701.

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

License Number: 014046 1213.

( ) A partnership consisting of _____.

( ) An individual trading as _____.

(✓) A corporation organized under the laws of the State of ARKANSAS.

1. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # 1 Dated 6/27/2013.

Addendum # 2 Dated 7/03/2013

Addendum # 3 Dated 7/10/2013

Addendum # 4 Dated 7/10/2013

2. APPENDICES

The following document(s) are attached to and made a condition of the Bid:

Bid security in form of BID BOND

3. OFFER

The undersigned, in compliance with your Notice For Bids for Construction of Wilson Park Pool Buildings Renovation Fayetteville, Arkansas, having examined plans and specifications with related documents and the site of the proposed work and being familiar with all conditions surrounding construction of the proposed building, including the availability of labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with Contract Documents within the time set forth therein at prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Base Bid:

$ Four hundred three thousand nine hundred eighty seven dollars. — $ 403,987.00
amount written in words — in figures

Deductive Alternates (The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates):

Deductive Alternate No. 1 - for work associated with installing the native stone planter wall as identified in the Drawings.

$ FIFTEEN THOUSAND THREE HUNDRED THIRTY FOUR DOLLARS — $ 15,334
amount written in words — in figures

Deductive Alternate No. 2 - for work associated with installing the Architectural entrance wall as identified in the Drawings.

$ TWENTY FIVE THOUSAND SIX HUNDRED THIRTEEN DOLLARS ONLY — $ 25,613
amount written in words — in figures

Unit Prices:

For removing and replacing existing unsound plywood roof deck in preparation for new roof installation:

$ ONE HUNDRED FIFTY per 4x8 sheet of plywood — $ 150 per 4x8 sheet of plywood
amount written in words — in figures

We have included security as required by the Instruction to Bidders.

All applicable federal taxes are included and State and City taxes are included in the Bid Sum.

****NOTICE: BIDDERS ARE REQUIRED TO PROVIDE PRICING FOR ALL LINE ITEMS. FAILURE TO PROVIDE DEDUCTIVE ALTERNATE PRICING CAN RESULT IN BID BEING REJECTED.**

**THE CITY WILL AWARD THIS CONTRACT TO THE LOWEST QUALIFIED RESPONSIVE RESPONSIBLE BIDDER BASED ON THE LUMP SUM BID AS LONG AS SUCH BID 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 PROJCET, PLUS 25%, THE CITY WILL UTILIZE THE DEDUCTIVE ALTERNATES IN ORDER UNTIL BIDS CAN BE COMPARED WITHIN THE AMOUNT CERTIFIED, PLUS 25%.

IN THE EVENT ALL DEDUCTIVE ALTERNATES ARE SUBTRACTED AND NO BID FALLS WITHIN THE AMOUNT CERTIFIED, PLUS 25%, ALL BIDS SHALL BE REJECTED.

4. ACCEPTANCE

This offer shall be open to acceptance sixty (60) days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

-Execute the Agreement within five (5) business days of bid date or by a date established in order to meet the next submittal for inclusion on the City Council's meeting agenda.
-Furnish the required bonds no later than ten (10) business days following issuance of Notice of Award.
-Commence work as stated in the written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, we will: Complete the Work within 30 calendar days of Substantial Completion, the date of which shall be 150 days from issuance of Notice to Proceed.

6. BID FORM SIGNATURES

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

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any informalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

(If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture.)

The Corporate Seal of PICKIT CONSTRUCTION INC.
(Bidder print full name of your firm)

was hereunto affixed in the presence of:

(Seal) PRESIDENT
(Authorized signing officer and title)

(Seal) _____
(Authorized signing officer and title)

10024 N. CAMPBELL ROAD, FAYETTEVILLE, AR 72701.
(Business Address)

479-973-5109.
(Business Telephone Number)

479-571-3672
(Business Fax Number)

End of Revised Section 00 41 13

Bid 13-37, Addendum 1

Fayetteville ARKANSAS

Date: Thursday, June 27, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-37, Construction – Wilson Park Pool Buildings Renovation

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

- **Bid 13-37 has the following modifications and clarifications:**

1.) Attached are the minutes and sign-in sheet from the pre-bid meeting that was held on June 26, 2013.

2.) REFER TO SHEET AD-102 (FIRST FLOOR DEMO PLAN):
   - 2.1 The stairs exiting the building to the north parking lot shall remain in place. Demolish the handrails only.
   - 2.2 The steel fence/guardrail that runs along the outside edge of the sidewalk surrounding the building shall be removed from the point of the new west entrance sidewalk to the north. The fence/ guardrail south of the new west entrance shall remain in place. Cut fence at a vertical post and grind/repair/paint fence where cut.

3.) REFER TO SHEET A-104 (FIRST FLOOR PLAN):
   - 3.1 6'-0" gates should be powder coated aluminum INSTEAD of wrought iron.

4.) The following is approved as an acceptable equal for the fence / gates:
   - 4.1 Commercial grade aluminum fence/gate: EFF-20 style; 6'-0" height; color black; manufactured by Elite Fence Products, Inc., 50925 Richard W Blvd., Chesterfield Twp., MI 48051 T (800) 783-1331, P (586) 468-4448, F (586) 468-4884; www.elitefence.com

5.) REFER TO SPECIFICATION SECTION 004113 BID FORM:
   - 5.1 Replace Bid Form with the attached Revised Section 041113 which includes a Unit Price line item for repairing unsound existing plywood roof deck.
   - 5.2 **All bidders shall use the revised bid form. Failure to use the correct bid form shall result in bid rejection.**

Acknowledge Addendum #1:

Printed Name: NATHAN OGDEN

Signature: [signature]

Title: PRESIDENT Date: 07/10/2013

Company: PICKIT CONSTRUCTION INC.

Bid 13-37, Addendum 2

Fayetteville ARKANSAS

Date: Wednesday, July 3, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-37, Construction – Wilson Park Pool Buildings Renovation

---

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

- **Bid 13-37 has the following modifications and clarifications:**

1.) The following is approved as an acceptable equal for Thinset Epoxy Flooring (Specification Section 096723):
   1.1 Ceramic Carpet™ #400 manufactured by The Sherwin-Williams Company; http://www.sherwin-williams.com/ (See attached).
2.) The following is approved as an acceptable equal for the coiling counter shutter at the concession stand (Specification Section 083323):
   2.1 650 Series Counter Doors manufactured by Overhead Door Corporation; http://www.OverheadDoor.com/ (See attached).
3.) Existing 220 V, 3-phase electric service is available at the pool house building.

Acknowledge Addendum #2:

Printed Name: NATHAN OGDEN.

Signature: [signature]

Title: PRESIDENT Date: 07/10/2013

Company: PICKIT CONSTRUCTION INC.

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

113 West Mountain - Fayetteville, AR 72701

Bid 13-37, Addendum 3

Fayetteville
ARKANSAS

Date: Wednesday, July 10, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-37, Construction – Wilson Park Pool Buildings Renovation

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

- **Bid 13-37 has the following modifications and clarifications:**

1.) The deadline for bids is hereby been extended. All bids are due **before Wednesday, July 17, 2013 before 2:00 PM**, local time.

2.) Make changes to Section 144223 – Inclined Wheelchair Lifts as follow:

a. Delete paragraph 1.9, B.
b. Change paragraph 1.10, A, 1 to read: Two years.
c. Change paragraph 2.2, A, 13, f, 1) to read: Keyed operation.
d. Delete paragraph 2.2, B, 5.
e. Delete paragraph 2.2, C.
f. Change paragraph 2.2, D, 4, a to read: Keyed operation.
g. Delete paragraph 2.2, E, 1, c.
h. Delete paragraph 2.2, E, 1, e.

Acknowledge Addendum #3:

Printed Name: NATHAN OGDEN

Signature: [signature]

Title: PRESIDENT Date: 7/10/2013

Company: PICKIT CONSTRUCTION INC.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 13-37, Addendum 4

Fayetteville
ARKANSAS

Date: Tuesday, July 16, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPO, CPPB – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-37, Construction – Wilson Park Pool Buildings Renovation

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

- **Bid 13-37 has the following modifications and clarifications:**

1.) Clarification to Deductive Alternate Design Notes: Deductive Alternate No. 2 shall include all work outlined in the callout and painting the north wall of Corridor 102 in lieu of installing metal panel scale system on the wall.

Acknowledge Addendum #4:

Printed Name: NATHAN OGDEN

Signature: [signature]

Title: PRESIDENT Date: 7/17/2013

Company: PICKIT CONSTRUCTION INC.

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

113 West Mountain - Fayetteville, AR 72701

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

28.1 All bidders shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section 00 21 13

1.) City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

2.) City of Monticello
203 W. Gaines Street
Monticello, AR 71655

3.) City of Rogers - Water Department
P.O. Box 338
Rogers, AR 72756

4.) City of Farmington
354 W. Main Street
Farmington, AR 72730

City of Fayetteville
Bid 13-37, Construction - Wilson Park Pool Buildings Renovation
Statement of Disclosure (please submit with Bid)

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:

✓ 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.

NATHAN OGDEN (PRESIDENT)
Printed Name

Signed

City of Fayetteville
Bid 13-37, Construction - Wilson Park Pool Buildings Renovation

Certification of Debarment – THIS FORM NEEDS TO BE SUBMITTED WITH EVERY BID

ATTENTION: Please submit this form with your bid.

As A BIDDER on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: NATHAN OGDEN

COMPANY: PICKIT CONSTRUCTION INC.

PHYSICAL ADDRESS: 10024 N. CAMPBELL ROAD, FAYETTEVILLE, AR 72701.

MAILING ADDRESS:

PHONE: 479-973-5109 FAX: 479-571-3672

EMAIL: NATHAN@PICKITCONSTRUCTION.COM.

SIGNATURE:

DATE: 07/10/2013

Bond Number : OKC624585

Section 00 41 16

BID BOND

STATE OF ARKANSAS

KNOW ALL MEN BY THESE PRESENTS, that we:

Pick-It Construction, Inc. 10024 N Campbell Road, Fayetteville, AR 72701

Principal and Contractor, and American Safety Casualty Insurance Company

909 S Meridian Ave, Ste 700, Oklahoma City, OK 73108
hereinafter called Surety, are held and firmly bound unto the City of Fayetteville , Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

Five Percent of Maximum Amount Bid DOLLARS ($****5%MAB****)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Construction - Wilson Park Pool Buildings Renovation
City of Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10 consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said Pick It Construction, Inc. , as Principal herein, has caused these presents to be signed in its name by its President and attested by its Secretary under its corporate seal, and the said American Safety Casualty Insurance Company as Surety herein, has caused these presents to be signed in its name by its Attorney-In-Fact

under its corporate seal, this 28th day of June A.D., 2013.

Signed, sealed and delivered in the presence of:

Pick-It Construction, Inc.
Principal-Contractor

x

By Nathan Ogden

x
Witness As to Principal

President
Title

Surety

American Safety Casualty Insurance Company

Attorney-in-Fact (Power-of-Attorney to be Attached)

Witness As to Surety

By Gail Barraza
Resident Agent

Number _____

AMERICAN SAFETY INSURANCE

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Mason Grashot, Ami Ashmore, Gail Barraza of Little Rock, AR

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*** TWO MILLION*** ($2,000,000.00) DOLLARS***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 25th day of April, 2012.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of April, 2012.

Attest:

Ambuj Jain

Joseph D. Scollo, Jr.

STATE OF GEORGIA)
)
COUNTY OF COBB)

On this 25th day of April, 2012, before me personally came Joseph D. Scollo, Jr. to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that is was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

BENSON LEE JEFFRESS
MY COMMISSION EXPIRES
MAR. 27, 2016
FULTON CO., GEORGIA
NOTARY PUBLIC

Benson Lee Jeffress, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 28 day of June, 2013

Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH RED NUMERICAL NUMBERS
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUCTION WITH THE ORIGINAL

Fayetteville
ARKANSAS

BID: 13-37
DATE: 07/17/13
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 13-37, Construction - Wilson Park Pool Buildings Renovations

	BIDDER		TOTAL BASE BID
1	Benchmark Construction of NWA	$	442,000.00
2	Cornerstone Construction of Russellville, Inc.	$	456,300.00
3	General Construction Solutions, Inc.	$	418,444.00
4	Heckathorn Construction Co, Inc.	$	438,800.00
5	Pick-It Construction, Inc.	$	403,987.00

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

CERTIFIED: P Vice — P. VICE, PURCH MGR

WITNESS

7/17/2013 — DATE

AGREEMENT

BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2013 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Pick-It Construction, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The work generally consists of the renovation of the office / locker room building, pump house, and concession building at Wilson Park Pool. The construction includes structural additions, wall modifications, finishes, mechanical, plumbing, & electrical items at ***Wilson Park Pool*** and all items indicated in the Drawings and Specifications.

Article 2. PROJECT MANAGER.

The Project has been designed by Crafton Tull Associates, Inc. under the direct supervision of:

City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will be hereinafter called ARCHITECT and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract documents. A representative from the Parks and Recreation Department will be hereinafter called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Wilson Park Pool Buildings Renovation shall be substantially completed within 150 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 180 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General

Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item.

$Four Hundred Three Thousand Nine Hundred Eighty-Seven and 00/100 ($403,987.00)

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. *Progress Payments.* 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 PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. 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, or furnishing of the Work.

6.3. 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.

6.4. CONTRACTOR has carefully studied all 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 which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for 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, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to the employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. 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.

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, it 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City contract 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, 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.

8.7. **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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2013 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

By: _____
Mayor

[CORPORATE SEAL]

Attest_____

Address for giving notices

CONTRACTOR

By: _____

[CORPORATE SEAL]

*Attest_____

* If a Corporation, attest by the Secretary.

Address for giving notices

Pick-it Construction, Inc.
10024 N. Campbell Road
Fayetteville, AR 72701

(If CONTRACTOR is a corporation, attach evidence of authority to sign.)

ATTACHED

from any personal liability for acts performed on behalf of the corporation to date and approve these acts on behalf of the corporation.

6. **Authority to Execute Legal Documents for the Corporation.** Execution of legal documents for the corporation was discussed, after which, on motion duly made, seconded and unanimously carried, it was

RESOLVED: Any __one__ of the following officers is/are hereby authorized to execute all legal documents for and on behalf of the corporation, including but not limited to leases, mortgages, agreements, contracts, promissory notes, bills of sale, chattel mortgages, satisfactions and assignments of mortgages, liens and encumbrances of all kinds, claims for liens, lien waivers, transfers and assignments of real, personal and mixed property, which may be necessary and proper in the conduct of the corporation:

Nathan Loren Ogden

Reference is made to the official corporate documents on file with the Arkansas Corporations Section of the Secretary of the State and the official corporate files at the main office of the corporation located at 2300 S. Razorback Road, Fayetteville, Arkansas.

7. **Section 1244 Plan.** The chairman then stated that he felt it would be advisable to approve and adopt a plan to offer shares of common stock for sale under §1244 of the Internal Revenue Code of 1954 as amended. The chairman presented to the meeting a form of plan to offer shares of common stock for sale, so that any loss sustained by a shareholder on the sale or exchange of stock in the corporation may qualify for ordinary loss deduction treatment on the shareholder's personal income tax return. On motion duly made, seconded and unanimously passed, the following preambles and resolutions were unanimously adopted:

WHEREAS, it is deemed advisable and in the best interests of the corporation and its shareholders that the Board of Directors of the corporation approve and adopt a plan to offer shares of common stock for sale so that, in the hands of qualified shareholders, such shares of stock will receive the benefits of §1244 of the Internal Revenue Code of 1954 as amended; and

WHEREAS, the corporation is a small business corporation as defined in §1244(c)3, and there is not now outstanding any prior offering of the corporation to sell and issue any of its stock;

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors hereby approve and adopt the plan to offer shares of common stock for sale in the form of plan presented to this meeting, and the Board of Directors instructs the secretary of this meeting to insert a copy of that plan in the minute book following the minutes of this meeting; and

IT IS FURTHER RESOLVED that the proper officers of the corporation are hereby authorized and directed to sell and issue shares of common stock in such manner that they qualify under the plan hereinabove adopted.

8. **Section 303 Stock Redemption.** The President advised those present that the death of one of the major shareholders of the corporation is a possibility that could occur, and that the Internal Revenue Code of 1954, as amended, §303, permits shares of stock in a corporation to be redeemed for payment of estate, inheritance, legacy, succession taxes, and funeral and administration expenses; after discussion, and upon motion made, seconded and unanimously passed, it was

RESOLVED: The corporation agrees that in the event of the death of any major shareholder

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 8/6/2013
P.O Number:	Expected Delivery Date:
Mail Yes:__ No:__	
Taxable Yes: x No:__	Quotes Attached Yes:__ No:__
Divison Head Approval:	
Extension: 3472	

Vendor #:	Vendor Name: Pick-It Construction, Inc.		
Address: 10024 N. Campbell Road		Fob Point:	
City: Fayetteville	State: AR	Zip Code: 72701	Ship to code:
Requester: Carole Jones		Requester's Employee #: 3003	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction - Wilson Park Pool Buildings Renovation per Bid #13-37	1	Lot	$403,987.00	$403,987.00	2250.9256.5315.00	13001.1101		
2									
3									
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
					$0.00				
•	Shipping/Handling		Lot		$0.00				

Special Instructions:

Tax is included in the contract price.

Subtotal:	$403,987.00
Tax:	
Total:	$403,987.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Carole Jones	Park Planning	Parks
Submitted By	**Division**	**Department**

Action Required:

Staff recommends a resolution approving Amendment #1 to the contract with Crafton Tull for construction phase services associated with the renovation of the Wilson Park pool buildings in an additional amount not to exceed $15,000 and approval of a budget adjustment.

$15,000.00	$ 609,776.00	Community Park Improvements
Cost of this request	Category / Project Budget	Program Category / Project Name
2250.9256.5314.00	$ 82,924.20	Wilson Park Improvements
Account Number	Funds Used to Date	Program / Project Category Name
13001.1101	$ 526,851.80	PLDO SW Quadrant
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [x]

In Connie's absence
Alison Hamper — Department Director — 7/18/13 Date

City Attorney — 7-19-13 Date

Paul A. Becker — Finance and Internal Services Director — 7-19-2013 Date

Chief of Staff — 7-22-13 Date

Mayor — 7/22/13 Date

Previous Ordinance or Resolution # 57-13

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 07-19-13 A09:13 RCVD

Received in Mayor's Office ENTERED 7/19/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

From: Carole Jones, Park Planner II

Date: July 19, 2013

Subject: Resolution to approve Amendment #1 to the contract for architectural services with Crafton Tull
Agenda Request for August 6, 2013 Meeting

PROPOSAL:
The Wilson Park swimming pool is the only municipal pool within the City of Fayetteville and had over 20,000 visitors in 2012 during the eight week summer season. The original Wilson Park pool buildings were built between the 1930s and the 1960s. The last significant renovation of the buildings was in 1983.

In 2012, the pool and deck surfaces were repaired and resurfaced as the first phase of the Wilson Park Pool renovation. The renovation of the buildings was approved as part of the 2013 CIP as the next phase of the pool renovation project. Improvements to the pool house and concession building will increase effeciency in use of space, increase ventilation, provide better ADA access and update the restroom and shower facilities.

On March 19, 2013, the City Council passed Resolution Number 57-13 approving a contract with Crafton Tull for architectural design and bidding services related to renovation of the pool buildings at Wilson Park (see attached resolution). Staff is requesting approval of Amendment No. 1 pursuant to Resolution Number 57-13 with Crafton Tull. This amendment includes construction phase services related to the project. Construction of the project is expected to begin in early September after the pool closes for the season.

RECOMMENDATION:
Staff recommends a resolution approving Amendment #1 to the contract with Crafton Tull for construction phase services associated with the renovation of the Wilson Park pool buildings in an additional amount not to exceed $15,000 and approval of a budget adjustment.

BUDGET IMPACT:
This project is funded with Park Land Dedication (SW Quadrant) funds. The cost of $15,000 is accounted for in project number 13001.1101 - Wilson Park Improvements.

Attachments:
Staff Review Form
Resolution No. 57-13
Amendment #1 Signed by Architect
Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH CRAFTON TULL FOR CONSTRUCTION PHASE SERVICES ASSOCIATED WITH RENOVATION OF POOL BUILDINGS AT WILSON PARK IN AN ADDITIONAL AMOUNT NOT TO EXCEED $15,000.00, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed $15,000.00.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED: ATTEST:

By: _____ By: _____

LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Parks & Recreation Department: Parks & Recreation	7/18/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Wilson Park Pool buildings renovation - Funds in the amount of $15,000 are needed for Professional Services for construction observation services related to the renovation. Contract Services for the project in the total amount of $464,585 include renovation of existing pool house/restrooms, concession building and pump house (including new fixtures, walls, HVAC and electrical).

Allison Jumper	7/18/13	Prepared By:	Alan E. Bearden, Jr.
Division Head	Date	Reference:	
	7/18/13		
Budget Director	Date	Budget & Research Use Only	
Alan E. Bearden Jr. for Council Edmondson	7-18-13	Type: A B C D E P	
Department Director	Date		
Paul A. Becker	7-22-2013	General Ledger Date	
Finance Director	Date		
Jim Allen	7-22-13	Posted to General Ledger	
Chief of Staff	Date	Initial	Date
Lioneld Jordan	7/22/13	Checked / Verified	
Mayor	Date	Initial	Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Park improvements	2250.9256.5806.00	EX	(479,585)	-	13001 . 1101
Professional services	2250.9256.5314.00	EX	15,000		13001 . 1101
Contract services	2250.9256.5315.00	EX	464,585		13001 . 1101

EXHIBIT
A

RESOLUTION NO. 57-13

A RESOLUTION APPROVING A CONTRACT WITH CRAFTON TULL IN AN AMOUNT NOT TO EXCEED $42,430.00 FOR ARCHITECTURAL AND BIDDING SERVICES RELATED TO RENOVATION OF POOL BUILDINGS AT WILSON PARK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Crafton Tull in an amount not to exceed $42,430.00, a copy of which is attached as Exhibit "A", for architectural and bidding services related to renovation of pool buildings at Wilson Park.

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

AMENDMENT TO AGREEMENT FOR

PROFESSIONAL ARCHITECT SERVICES

CITY OF FAYETTEVILLE

FAYETTEVILLE, AR

CONTRACT AMENDMENT NO. 1

Wilson Park Pool Buildings Renovation

This Contract Amendment No. 1 dated _____, 2013 shall amend The original contract between the CITY OF FAYETTEVILLE, ARKANSAS and CRAFTON TULL dated March 19, 2013 for professional architectural services in connection with the Wilson Park Pool Buildings Renovation (the "Project"). This Contract Amendment No. 1 adds professional architectural services for Construction Administration Services, as described herein.

The contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF CRAFTON TULL

The following Sections add to corresponding Sections in the original contract.

2.1 Professional Services performed.

2.1.2 The additional Scope of Services to be furnished by CRAFTON TULL during the Construction Phase is included in Section 2.2 hereafter and in Appendix A attached hereto and made part of this Agreement.

2.2 Architect Services

2.2.2 CRAFTON TULL will perform construction phase services as described in Appendix A as attached hereto and made a part of this Agreement.

SECTION 5 – PAYMENTS TO CRAFTON TULL

5.1 Compensation

CITY OF FAYETTEVILLE shall pay CRAFTON TULL an additional amount **not to exceed** **$15,000.00** for Construction phase services in accordance with the provisions described in the following paragraphs. CITY OF FAYETTEVILLE shall pay CRAFTON TULL for Construction Administration services rendered on the project at the rates shown in the attached Appendix B. Reimbursable expenses, including but not limited to printing, courier service, reproduction, and travel shall be charged under the previously established Reimbursable expense fee. Under-runs in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of CRAFTON TULL, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____

Mayor Lioneld Jordan

ATTEST: _____

CRAFTON TULL

By: _____

Title: Vice President

APPENDIX A – SCOPE OF SERVICES

Construction Phase Services

During the construction phase of work, Crafton Tull will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.

2. Attend progress/coordination meetings with the City of Fayetteville/Contractor.

3. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Crafton Tull on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Crafton Tull's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Crafton Tull shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4. Issue instructions to the Contractor on behalf of the City of Fayetteville and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

5. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the City of Fayetteville regarding payment. Crafton Tull's recommendation for payment shall not be a representation that Crafton Tull has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

6. When authorized by the City of Fayetteville, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the City of Fayetteville will pay Crafton Tull an additional fee to be agreed upon by the City of Fayetteville and Crafton Tull.

7. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

8. Construction observation services will be provided by CraftonTull's Resident Project Representative, who will provide or accomplish the following:

    - Consult with and advise the Owner during the construction period.
    - Maintain a file of test reports, certifications, shop drawings and submittals, and other appropriate information.
    - Produce Construction Observation reports which will contain information pertinent to each site visit.

In performing construction observation services, Crafton Tull will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Crafton Tull cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Crafton Tull observes that the Contractor's work does not comply with the construction contract documents, Crafton Tull will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Crafton Tull will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Crafton Tull will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

WILSON PARK POOL BUILDING RENOVATIONS EXHIBIT A Cont.

Phase Name	Employee/Class Name	Billable Rate	Hours	Cost
Construction Administration				
	Director of Architecture	$ 145.00	40	$ 5,800.00
	Intern Architect III	$ 95.00	40	$ 3,800.00
	Vice President of Engineering	$ 150.00	0	$ -
	Sr. Engineering Manager	$ 140.00	8	$ 1,120.00
	Project Engineer	$ 100.00	8	$ 800.00
	Engineering Designer III	$ 95.00	24	$ 2,280.00
	Engineer Intern II	$ 85.00	0	$ -
	Engineer Intern I	$ 75.00	8	$ 600.00
	BIM Coordinator III	$ 70.00	8	$ 560.00
	Sub-Total		136	$ 14,960.00
Reimbursable Expesnses				
	Provided under previous agreement			
	Sub-Total			$ -
	Total		**136**	**$ 14,960.00**

Crafton Tull
architecture | engineering | surveying

Exhibit "B"
Standard Hourly Rate Schedule
Effective February 5, 2013

Category	Hourly Rate
ARCHITECTURE	
VICE PRESIDENT OF ARCHITECTURE	$ 150
DIRECTOR OF ARCHITECTURE	$ 145
DIRECTOR OF QUALITY ASSURANCE	$ 145
SR. PROJECT MANAGER	$ 140
PROJECT MANAGER	$ 125
SR. PROJECT ARCHITECT	$ 105
PROJECT ARCHITECT	$ 95
INTERN ARCHITECT III	$ 95
INTERN ARCHITECT II	$ 85
INTERN ARCHITECT I	$ 75
SR. DESIGNER	$ 110
DESIGNER III	$ 95
DESIGNER II	$ 85
DESIGNER I	$ 75
BIM COORDINATOR III	$ 70
BIM COORDINATOR II	$ 55
BIM COORDINATOR I	$ 40
INTERIOR DESIGN	
VICE PRESIDENT OF INTERIOR DESIGN	$ 105
DIRECTOR OF INTERIOR DESIGN	$ 95
INTERIOR DESIGN PROJECT MANAGER	$ 90
SR. PROJECT INTERIOR DESIGNER	$ 85
PROJECT INTERIOR DESIGNER	$ 80
INTERIOR DESIGNER III	$ 75
INTERIOR DESIGNER II	$ 70
INTERIOR DESIGNER I	$ 65
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	$ 150
SR. ENGINEERING MANAGER	$ 140
ENGINEERING MANAGER	$ 125
SR. PROJECT ENGINEER	$ 110
PROJECT ENGINEER	$ 100
ENGINEER INTERN II	$ 85
ENGINEER INTERN I	$ 75
SR. ENGINEERING DESIGNER	$ 110
ENGINEERING DESIGNER III	$ 95
ENGINEERING DESIGNER II	$ 85
ENGINEERING DESIGNER I	$ 75
ENGINEERING CAD TECHNICIAN III	$ 70
ENGINEERING CAD TECHNICIAN II	$ 55
ENGINEERING CAD TECHNICIAN I	$ 40
LANDSCAPE ARCHITECTURE	
SR. LANDSCAPE ARCHITECT	$ 115
PROJECT LANDSCAPE ARCHITECT	$ 90
LANDSCAPE ARCHITECTURE DESIGNER	$ 80
LANDSCAPE ARCHITECT INTERN	$ 55
PLANNING	
PLANNING MANAGER	$ 125
SR. PLANNER	$ 110
PLANNER	$ 90
INSPECTION	
SR. INSPECTOR	$ 90
INSPECTOR II	$ 80
INSPECTOR I	$ 65

Category	Hourly Rate
STRUCTURAL & MEP ENGINEERING	
VICE PRESIDENT OF ENGINEERING	$ 150
DIRECTOR OF ENGINEERING	$ 145
SR. PROJECT MANAGER	$ 140
PROJECT MANAGER	$ 125
SR. PROJECT ENGINEER	$ 110
PROJECT ENGINEER	$ 100
ENGINEER INTERN III	$ 95
ENGINEER INTERN II	$ 85
ENGINEER INTERN I	$ 75
SR. ENGINEERING DESIGNER	$ 110
ENGINEERING DESIGNER III	$ 95
ENGINEERING DESIGNER II	$ 85
ENGINEERING DESIGNER I	$ 75
BIM COORDINATOR III	$ 70
BIM COORDINATOR II	$ 55
BIM COORDINATOR I	$ 40
SURVEYING	
PROFESSIONAL SURVEYOR PRINCIPAL	$ 150
SR. PROFESSIONAL SURVEYOR	$ 120
PROFESSIONAL SURVEYOR	$ 90
SURVEY COORDINATOR	$ 70
SURVEYOR INTERN	$ 75
SURVEY PARTY CHIEF	$ 60
SURVEY TECHNICIAN III	$ 55
SURVEY TECHNICIAN II	$ 40
SURVEY TECHNICIAN I	$ 30
GEOGRAPHIC INFORMATION SYSTEMS	
GIS MANAGER	$ 95
GIS ANALYST	$ 85
GIS TECHNICIAN II	$ 55
GIS TECHNICIAN I	$ 40
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	$ 150
ADMINISTRATIVE MANAGER	$ 120
ADMINISTRATIVE IV	$ 80
ADMINISTRATIVE III	$ 60
ADMINISTRATIVE II	$ 45
ADMINISTRATIVE I	$ 35
REIMBURSABLE EXPENSES	
GPS Equipment	$35/Hour
Robotic Survey Equipment	$20/Hour
Job Related Mileage	$0.56/Mile
Per Diem for Out of Town Crews	Per GSA Allowable
Airfare and other travel related expenses	At Cost
Black and white 8.5"x11" Copies	$0.15/sheet
Color 8.5"x11" Copies	$1.50/sheet
Photo Paper Color Plan Sheet Copies	$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	$1.50/sq. ft
Reproducible Plan Copies (Bond)	$0.35/sq. ft.

All rates are subject to change without notice.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution approving the purchase of two Toyota Tacoma pickup trucks in the amount of $24,419 each for a total of $48,838 off the State Vehicle purchase contract from Lander's Toyota of Little Rock AR for use by Transportation and Water & Sewer Divisions, and approving a Budget Adjustment to move funds to the Fleet expense project.

$ 48,838.00	$ 750,500.00	Light / Medium Utility Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 596,771.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02078.2013	$ 153,729.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — 7-19-13 Date

City Attorney — 7-19-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — 7-22-2013 Date

Chief of Staff — 7-22-13 Date

Mayor — 7/22/13 Date

Received in City Clerk's Office 07-19-13 A09:59 RCVD

Received in Mayor's Office ENTERED 7/19/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TJG

From: **Jesse Beeks, Fleet Operations Superintendent** JB

Date: July 18, 2013

Subject: Purchase of two Toyota Tacoma Pickups for Transportation and Water & Sewer

PROPOSAL: That City Council approve the purchase of two Toyota Tacoma pickups for use by Transportation and Water & Sewer in the amount of $24,419 each for a total of $48,838 off the State Vehicle purchase contract from Lander's Toyota of Little Rock, and approve a budget adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Unit #1110 is a 2003 Honda Element all wheel drive vehicle used by the Assistant Transportation Manager. He needs to have a suitable vehicle available to respond to locations around the City in any weather during any emergency. Transportation has requested that #1110 be replaced with a 4x4 pickup.

Unit #2084 is a 2005 Chevy Silverado 4x4 Water & Sewer pickup that was due for replacement in 2013, but was pushed back to 2014. Recently it was totaled in an accident, so it needs to be replaced now. It needs to be replaced with a 4x4 pickup.

Toyota Tacoma pickups are available off the State Vehicle purchase contract from Lander's Toyota of Little Rock, AR for $24,419 each. Fleet recommends the purchase of two Tacoma's from Lander's Toyota for a total of $48,838.

This purchase was approved by the Equipment Committee at the meeting on July 16th, 2013.

BUDGET IMPACT: A Budget Adjustment is needed as Fleet had budgeted to replace #1110 in 2015, so the funds need to be moved to the 2013 project. No Budget adjustment is needed for the Water & Sewer truck as it was budgeted to replace in 2013. Both units are budgeted for on the operating side.

In both instances, sufficient replacement funds have been collected for the replacements.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) TOYOTA TACOMA PICKUP TRUCKS IN THE TOTAL AMOUNT OF $48,838.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM LANDERS TOYOTA OF LITTLE ROCK FOR USE BY THE TRANSPORTATION AND WATER & SEWER DIVISIONS, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two (2) Toyota Tacoma pickup trucks in the total amount of $48,838.00, pursuant to a state procurement contract, from Landers Toyota of Little Rock for use by the Transportation and Water & Sewer Divisions.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Fleet Operations Department: Transportation Services	7/1/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are needed in 02078.2013 for the purchase of one pickup truck as a replacement for 1110 (TRAN_F001). This was budgeted for replacement in 2015; as it will be replaced now, funds are needed from fund balance. (1110 is being moved to Parking to replace 1218 Smart Car.)

Division Head	7/3/13 Date	Prepared By:	Barbara Olsen *bolsen*
Budget Director	7-22-13 Date	Reference:	
Department Director	7/3/13 Date	Budget & Research Use Only	
Finance Director	7-22-2013 Date	Type: A B C D E P	
Chief of Staff	7-22-13 Date	General Ledger Date	
Mayor	7/22/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 25,000 25,000

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	EX	25,000	-	02078 . 2013
Use of fund balance	9700.0970.4999.99	RE	-	25,000	.
					.
					.

EXHIBIT A

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:

Date: 7/18/2013

P.O Number:

Expected Delivery Date:

Vendor #: 18148

Vendor Name: LANDER'S TOYOTA

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:____ No: x

City:

State:

Zip Code:

Ship to code: 50

Division Head Approval:

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 TOYOTA TACOMA 4X4 PICKUP TRUCK	2	EA	24,419.00	$48,838.00	9700.1920.5802.00	02078.2013		
2	PER STATE VEHICLE PURCHASE CONTRACT				$0.00				
3	TO BE UNIT 2169, FIXED ASSET 702169 AND				$0.00				702169
4	UNIT 2170, FIXED ASSET 702170				$0.00				702170
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: $48,838.00

TAX EXEMPT

Total: $48,838.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

2013 VEHICLE CONTRACT
STANDARD SPECIFICATIONS
Including Optional Equipment

****

ITEM 7

AASIS Material # 10011620
TYPE PAB: Small Pickup Truck (as defined in the latest EPA Fuel Economy Guide), Extended Cab, Short Bed, GVWR of at least 4500 lbs
MFG & Model: Toyota Tacoma Access Cab 7164 **$21,037.00**

AWARDED TO: Landers Toyota – Vendor Number: 100149950

Delivery Charge for AR Coop Purchasing Program Participants: $1.45/mile/vehicle

A. STANDARD EQUIPMENT: Each pickup truck shall be equipped as follows:

a. Air Conditioning: factory installed

b. Alternator: type and capacity as recommended by manufacturer for vehicle as equipped

c. Cooling System: radiator and factory installed coolant recovery system. Antifreeze: serviced to -29°C (-20°F) or lower

d. Battery: maintenance free, type and capacity as recommended by manufacturer for vehicle as equipped.

e. Bumpers: standard front, step-type rear.

f. Engine: gasoline engine, horsepower, minimum of 200 hp

g. License Plate Brackets: front and rear.

h. Pickup Bed: factory installed, as recommended by manufacturer for vehicle as equipped

i. Mirrors: two (2) outside, right and left, one (1) interior.

j. Operator's Manual.

k. Paint: One (1) standard exterior color selected from manufacturer's standard list and specified by ordering entity.

l. Power Brakes: ABS, factory installed.

m. Power Steering.

n. Radio: factory installed in dash AM/FM.

o. Tires: four (4) radial, tubeless, tires of the size and load range recommended by manufacturer for vehicle as equipped and one (1) mounted spare tire with wheel, either "space saver" or full size.

2013 VEHICLE CONTRACT
STANDARD SPECIFICATIONS
Including Optional Equipment

****

p. Transmission: minimum 4-speed automatic or continuously variable transmission (CVT)

q. Upholstery: manufacturer's standard materials and colors to blend with exterior color.

r. Keys: two (2) per vehicle

s. Tilt Steering Wheel

t. Windshield Washer: with multi-speed wipers

u. Extended Cab: with minimum rear bench seat

v. Glass: manufacturer standard tinted glass in all windows.

B. OPTIONAL EQUIPMENT: (Must be factory installed unless aftermarket options are specifically listed as acceptable) Purchaser may choose from the following:

AO. Four Wheel Drive (4x4): to include oil pressure gauge, automatic locking hubs, and suspension type recommended by manufacturer for vehicle as equipped and with standard equipment.Option Code: Model # 7554	**$3,382.00**
LS. Differential: limited slip, ratio as recommended by manufacturer.	**Standard**
DL. Daytime Running Lights	**Standard**
KO. Skid Plate	**Standard**
FFV. Flex Fuel	**N/A**
PO. Automatic Speed Control: factory installed	**$1,005.00**
QH. Long Wide Pickup Bed	**N/A**
VF. Vinyl Floor	**$50.00**
WL. Spare: One (1) mounted, matching full-size spare tire with wheel.	**Standard**
XX. Power Windows and Door Locks: factory installed	**Standard**
XO. Towing Package: Class of frame attached hitch will be manufacturer recommended for vehicle as equipped. Must be dealer or manufacturer installed. Must include appropriate oil and/or transmission cooling capability where required, Insert bar and ball not included.	**$650.00**
ZO. Transmission: manual, with a minimum of three (3) forward speeds (credit).	**N/A**

Arkansas Office of State Procurement

2013 State Vehicle Contract

Vendor	Contact Name	Phone	Email	Vendor #	OA #	Awarded Items
North Point Nissan 1 Commercial Center Dr. Little Rock, AR 72210	Kelly Cockrell	501-975-0300	kcockrell@northpointcars.com	100184216	4600022810	1,2
Springdale Dodge Jeep 3709 S. Thompson Springdale, AR 72764	Harold Schwartz	479-751-4563	budschwartz@hotmail.com	100189963	4600027806	3,9,12,15,39,40
Bale Chevrolet 13101 Chenal Pkwy. Little Rock, AR 72211	David Broyles	501-221-9191 Ext. 4282	dbroyles@balechevrolet.com	100095671	4600022797 4600022985	4,13,14,30,31,32,33,34,35 36,53,54,55,56,61,64,67 45, 46
Landers Chevrolet PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100029958	4600022800 4600027876	5 42
Landers Toyota 10825 Colonel Glenn Little Rock, AR 72204	Roy Spann	501-569-4018	rspann@landerscorp.com	100149950	4600027801	6,7,8,76
North Point Ford 4400 Landers Rd. N. Little Rock, AR 72117	Jerry Smith Kelly Penn	501-945-8213 501-955-7715	gsmith4@northpointcars.com kpenn@northpointcars.com	100052169	4600022795 4600022981 4600027878	10,11,16,17,22,23, 26,47,66 27,28,29,37,37a 78
Landers Dodge Jeep PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100032541	4600022798 4600027803 4600022984	18,21,25,38,43,44 62,63 41
Landers Ford PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100069180	4600022801	19,20
Crain Ford Chenal 15400 Chenal Pkwy. Little Rock, AR 72211	Will Allen	501-570-3727	willallen@crainteam.net	100052072	4600022803	24,65

Frank Fletcher Honda 2921 Moberly Lane Bentonville, AR 72712	Ryan Blake	479-273-3000	ryanblake11@yahoo.com	100165279	4600022986	48
Steve Landers Dodge 4600 S. University Little Rock, AR 72204	Roy Spann	501-374-4848	rspann@landerscorp.com	100149950	4600022987	49
George Nunnally Chevy 2700 SE Moberly Ln. Bentonville, AR 72712	Don Clark	479-273-5555	dclark@justtryme.com	100004710	4600027874	50,77
Caldwell Toyota 1355 Excahange Ave. Conway, AR 72032	Jonathan Webb	501-327-3900	jmwebb@caldwellcares.com	100120925	4600027877	52
Smith Chevrolet Cadillac 1215 Hwy. 71 South Fort Smith, AR 72901	Ed Flaherty	479-646-7301	eflaherty@smithautogroup.com	100059108	4600022988	57
Fayetteville Auto Park PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100185462	4600023005	59

ORDERING INSTRUCTIONS:

When ordering vehicles, agencies must reference the outline agreement numbers (OA #) and vendor numbers (Vendor #) on all purchase orders.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Jesse Beeks / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution approving the purchase of two Chevy Tahoes for use by Fire Dept and Solid Waste Division at the State Vehicle purchase contract price of $28,555 each for a total of $57,110, and approve Budget Adjustments to move funds to the Fleet expense account and recognize revenue from the Fire Dept.

$ 57,110.00	$ 423,000.00	Police / Passenger Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 92,480.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02081.2013	$ 330,520.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 7-19-13

City Attorney — Date: 7-19-13

Finance and Internal Services Director — Date: 7-23-2013

Chief of Staff — Date: 7-23-13

Mayor — Date: 7/24/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office: 07-19-13 A09:59 RCVD

Received in Mayor's Office: ENTERED 7/19/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TGH

From: **Jesse Beeks, Fleet Operations Superintendent** JB

Date: July 10, 2013

Subject: Purchase of two Chevy Tahoes for Fire Dept and Solid Waste

PROPOSAL: That City Council approve the purchase of two Chevy Tahoes for use by Fire Dept and Solid Waste in the amount of $28,555 each for a total of $57,110 off the State Vehicle purchase contract from George Nunnally Chevrolet of Bentonville, approve Budget adjustments to move funds to the Fleet expense account and recognize revenue from the Fire Dept.

RECOMMENDATION: Unit #1164 is a 2006 Ford 500 Sedan that is scheduled to be replaced in 2014. Last year the Fire Chief asked that it be replaced with a Tahoe when the time came to replace it.

Solid Waste has unit #479 which is a 2005 Compost Bagger that is rarely used. Solid Waste has requested that it be replaced with a more useful unit that will better help them fulfill their mission. One of the uses for the Tahoe will be to check road conditions at 4 AM during bad weather prior to sending the trucks out on the routes.

As with the Police Tahoes, Fleet needs to place the order before the August 23rd deadline for ordering 2014 models. When the order window closes, Fleet won't be able to order 2015 models until after June of 2014 and there will be a significant price increase. These Tahoes are available off the State Contract from George Nunnally Chevrolet of Bentonville for a price of $28,555 each. These Tahoes should arrive in Dec 2013 or Jan 2014. Both units will be converted to propane which should significantly reduce fuel costs for both divisions.

Fleet recommends purchasing two Chevy Tahoes at the State Contract price of $28,555 each for a total of $57,110 from George Nunnally Chevrolet of Bentonville.

This purchase was approved by the Equipment Committee at the meeting of July 16, 2013.

BUDGET IMPACT: As Fleet is purchasing the Tahoe for Fire in 2013 instead of 2014 (where it was budgeted), a budget adjustment is needed to move the funds to the 2013 project. Fleet is also recognizing revenue from the Fire Dept on the BA; Fire Dept is paying $6,000 for the upgrade from a sedan to a Tahoe per Fleet policy. As Fleet had not budgeted to purchase the Tahoe for Solid Waste in 2013, a budget adjustment is also needed to move funds for this Tahoe into the Fleet project. Both units have been budgeted for on the operating side.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) CHEVROLET TAHOES IN THE TOTAL AMOUNT OF $57,110.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM GEORGE NUNNALLY CHEVROLET OF BENTONVILLE FOR USE BY THE FIRE DEPARTMENT AND THE SOLID WASTE DIVISION, AND APPROVING TWO (2) BUDGET ADJUSTMENTS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of two (2) Chevrolet Tahoes in the total amount of $57,110.00, pursuant to a state procurement contract, from George Nunnally Chevrolet of Bentonville for use by the Fire Department and the Solid Waste Division.

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

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "B".

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2013		7/8/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested in 02081.2013 for the purchase of one Chevrolet Tahoe as a replacement for #479 (SWST_F049). This replacement was not planned for 2013. As the 2014 Tahoes must be ordered prior to August 23, 2013 Fleet needs to move funds to purchase it now in order to avoid the significant price increase of the 2015 model.

Division Head	7-8-13 Date	Prepared By:	Barbara Olsen *bolsen*
Budget Director	7-22-13 Date	Reference:	
Department Director	7-8-13 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	7-22-2013 Date	General Ledger Date	
Chief of Staff	7-23-13 Date	Posted to General Ledger	Initial / Date
Mayor	7/24/13 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 28,555 28,555

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	EX	28,555	-	02081 . 2013
Use of fund balance	9700.0970.4999.99	RE	-	28,555	.
					.
					.

EXHIBIT A

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2013		7/3/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested in 02081.2013 for the purchase of one Chevrolet Tahoe as a replacement for #1164 (FIRE_F012). This replacement planned for 2014. As the 2014 Tahoes must be ordered prior to August 23, 2013 Fleet needs to move funds to purchase it now. Fleet is also recognizing revenue from Fire Dept of $6,000 to upgrade from a sedan to a Tahoe. This unit is used by the Fire Chief.

Division Head	7/11/13 Date	Prepared By:	Barbara Olsen
Budget Director	7.12.13 Date	Reference:	bolsen
Department Director	7-23-13 Date	Budget & Research Use Only	
Finance Director	7-22-2013 Date	Type: A B C D E P	
Chief of Staff	7-23-13 Date	General Ledger Date	
Mayor	7/24/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 28,555 28,555

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	EX	28,555	-	02081 . 2013
Use of fund balance	9700.0970.4999.99	RE	-	22,555	.
Transfer from General	9700.0970.6602.01	RE		6,000	02081 . 2013
					.
					.

EXHIBIT B

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under $2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 7/11/2013
P.O Number:	Expected Delivery Date
Vendor #: 21341	Vendor Name: GEORGE NUNNALLY CHEVROLET
Mail Yes:__ No: X	
Address:	Fob Point:
Taxable Yes:___ No: X	Quotes Attached Yes:____ No: x
City:	State:
Zip Code:	Ship to code: 50
Divison Head Approval:	
Requester: BARBARA OLSEN	Requester's Employee #: 1940
Extension: 485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2014 CHEVROLET TAHOES PER STATE	2	EA	28,555.00	$57,110.00	9700.1920.5802.00	02081.2013		
2	VEHICLE CONTRACT, TO BE UNIT 1271				$0.00				701271
3	FA 701271, AND UNIT 1272, FA 701272				$0.00				701272
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: $57,110.00

Tax: EXEMPT

Total: $57,110.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

2013 VEHICLE CONTRACT
STANDARD SPECIFICATIONS
Including Optional Equipment

****

ITEM 77

AASIS Material # 10011656
TYPE PSS: 2013 Chevrolet Tahoe Special Ser vice Utility Vehicle, 4WD
MFG & Model: Chevrolet Tahoe CK10706 1FL, 5W4 $28,555.00

AWARDED TO: George Nunnally Chevrolet – Vendor Number: 100004710

Delivery Charge for AR Coop Purchasing Program Participants: $1.50/mile/vehicle

A. STANDARD EQUIPMENT: Each full-size four wheel drive (4WD) special service utility vehicle shall be equipped with the following standard equipment:

a. Air Conditioning: front and rear, factory installed.

b. Alternator: heavy duty, type and capacity as recommended by manufacturer for vehicle as equipped

c. Brakes: power, 4-wheel ABS, factory installed.

d. Automatic Speed Control: factory installed

e. Battery: minimum of one (1) maintenance free battery with a minimum rating of 660 cold cranking amps at 0° F.

f. Spotlight: left side, factory installed.

g. Cooling System: heavy-Duty, including heavy duty radiator, heavy duty fan, and factory installed coolant recovery system. Anti-Freeze: service to -29°C (-20°F) or lower

h. Doors: Four (4) doors equipped with power locks, single key locking system for each vehicle. Locks and door handles to be operable on all doors. Rear doors to be equipped with child safety latches.

i. Door Courtesy Light: over-ride or disconnect switch.

j. Engine: 5.3L V-8 Gasoline fueled engine, 320 hp

k. Flex Fuel: E85-capable

l. Fuel Tank: minimum capacity of 26 gallons.

m. Glass: manufacturer standard tinted glass in all windows, with a minimum of four (4) windows capable of being opened.

n. GVWR: minimum 7,000 pounds

2013 VEHICLE CONTRACT
STANDARD SPECIFICATIONS
Including Optional Equipment

****

o. Heater-Defroster Unit: front heat and factory installed auxiliary rear heater

p. Insulation: type and capacity as recommended by manufacturer for vehicle as equipped

q. Locks, Door: single key locking system for each car with two (2) per vehicle. Separate key and key fob.

r. Lights, Interior: Dome lights, cargo light and map lights.

s. Mirrors: Factory installed dual outside with power remote control; non-glare day-night inside.

t. Operator's manual.

u. Paint: one (1) standard exterior color selected from manufacturer's standard list and specified by ordering entity.

v. Special Service Package: Including all features listed in the manufacturer's printed specifications and literature as a part of their special service equipment package.

w. Steering: power, factory installed.

x. Radio: factory installed in dash AM/FM

y. Radio Suppression System

z. Seats: 40/20/40 seating, type as recommended by manufacturer for vehicle as equipped. Seat belts shall be provided for all seating positions.

aa. Suspension: Stabili-Trak electronic stability control system

bb. Tilt Steering Wheel.

cc. Tires: four (4) radial, tubeless, tires of the size and load range recommended by vehicle manufacturer for vehicle as equipped and one (1) spare.

dd. Transmission: automatic 6-speed

ee. Wheels: steel

ff. Windshield washer with multi-speed wipers and rear window wiper with washer

gg. Inside hood latch control

hh. Automatic Locking Hubs

B. OPTIONAL EQUIPMENT: (Must be factory installed unless aftermarket options are specifically listed as acceptable) Purchaser may choose from the following:

2013 VEHICLE CONTRACT
STANDARD SPECIFICATIONS
Including Optional Equipment

****

BZ. Ballistic Door Panels: for driver side only	**$1360.00**
BP. Ballistic Door Panels: for driver and passenger	**$2720.00**
DL. Daytime Running Lights	**Standard**
DB. Dual Batteries	**$190.00**
FB. Front Bucket Seats with Console	**$935.00**
KO. Skid Plate: designed to protect front underbody and oil pan.	**$150.00**
LS. Differential: limited slip, ratio as recommended by manufacturer.	**$295.00**
MO. Delete Left Spotlight: spotlight may be deleted for credit	**$391.00** (deduct)
ON. Spotlights (2): left side & right side, factory installed.	**$450.00**
VM. Vinyl Floor Mats Front & Rear	**$140.00**
WL. One (1) Mounted, Matching Full-Size Spare Tire With Wheel.	**Standard**
WW. Rear Cloth Seat	**N/A**
ZI. Street Appearance Package: carpet flooring and carpeted floor mats, side molding	**$290.00**
XO. Towing: Class of frame attached hitch will be manufacturer recommended for vehicle as equipped. Must be dealer or manufacturer installed. Must include appropriate oil and/or transmission cooling capability where required, Insert bar and ball not included.	**Standard**

Arkansas Office of State Procurement

2013 State Vehicle Contract

Vendor	Contact Name	Phone	Email	Vendor #	OA #	Awarded Items
North Point Nissan 1 Commercial Center Dr. Little Rock, AR 72210	Kelly Cockrell	501-975-0300	kcockrell@northpointcars.com	100184216	4600022810	1,2
Springdale Dodge Jeep 3709 S. Thompson Springdale, AR 72764	Harold Schwartz	479-751-4563	budschwartz@hotmail.com	100189963	4600027806	3,9,12,15,39,40
Bale Chevrolet 13101 Chenal Pkwy. Little Rock, AR 72211	David Broyles	501-221-9191 Ext. 4282	dbroyles@balechevrolet.com	100095671	4600022797 4600022985	4,13,14,30,31,32,33,34,35 36,53,54,55,56,61,64,67 45, 46
Landers Chevrolet PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100029958	4600022800 4600027876	5 42
Landers Toyota 10825 Colonel Glenn Little Rock, AR 72204	Roy Spann	501-569-4018	rspann@landerscorp.com	100149950	4600027801	6,7,8,76
North Point Ford 4400 Landers Rd. N. Little Rock, AR 72117	Jerry Smith Kelly Penn	501-945-8213 501-955-7715	gsmith4@northpointcars.com kpenn@northpointcars.com	100052169	4600022795 4600022981 4600027878	10,11,16,17,22,23, 26,47,66 27,28,29,37,37a 78
Landers Dodge Jeep PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100032541	4600022798 4600027803 4600022984	18,21,25,38,43,44 62,63 41
Landers Ford PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100069180	4600022801	19,20
Crain Ford Chenal 15400 Chenal Pkwy. Little Rock, AR 72211	Will Allen	501-570-3727	willallen@crainteam.net	100052072	4600022803	24,65

Frank Fletcher Honda 2921 Moberly Lane Bentonville, AR 72712	Ryan Blake	479-273-3000	ryanblake11@yahoo.com	100165279	4600022986	48
Steve Landers Dodge 4600 S. University Little Rock, AR 72204	Roy Spann	501-374-4848	rspann@landerscorp.com	100149950	4600022987	49
George Nunnally Chevy 2700 SE Moberly Ln. Bentonville, AR 72712	Don Clark	479-273-5555	dclark@justtryme.com	100004710	4600027874	50,77
Caldwell Toyota 1355 Excahange Ave. Conway, AR 72032	Jonathan Webb	501-327-3900	jmwebb@caldwellcares.com	100120925	4600027877	52
Smith Chevrolet Cadillac 1215 Hwy. 71 South Fort Smith, AR 72901	Ed Flaherty	479-646-7301	eflaherty@smithautogroup.com	100059108	4600022988	57
Fayetteville Auto Park PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100185462	4600023005	59

ORDERING INSTRUCTIONS:

When ordering vehicles, agencies must reference the outline agreement numbers (OA #) and vendor numbers (Vendor #) on all purchase orders.

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Leif Olson		Sustainability and Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

Approval of an Agreement of Understanding and authorizing the Mayor to sign additional contracts with the Arkansas Highway and Transportation Department (AHTD) as necessary to utilize $81,248 in federal-aid funds through the Arkansas Safe Routes to School Program (SRTS) for the construction of a pedestrian bridge along the west side of Salem Road that will connect two pieces of existing sidewalk between Holcomb Elementary and Holt Middle School; and approving a budget adjustment to recognize this revenue.

$81,248	$ -	Trail Development
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5814.05	$ -	Trail Improvements
Account Number	Funds Used to Date	Program / Project Category Name
02016.1304	$ -	Sales Tax Cap. Imp.
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 7/17/13

City Attorney — Date: 7-19-13

Finance and Internal Services Director — Date: 7-23-2013

Chief of Staff — Date: 7-22-13

Mayor — Date: 7/22/13

Previous Ordinance or Resolution # 29-13

Original Contract Date: Feb. 19, 2013

Original Contract Number:

Received in City Clerk's Office 07-19-13 P12:34 RCVD

Received in Mayor's Office ENTERED 7/19/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability and Strategic Planning Director PN
Chris Brown, City Engineer CB
Matt Mihalevich, Trails Coordinator MM

From: Leif Olson, Associate Planner LO

Date: July15th, 2013

Subject: Agreement of Understanding – Safe Routes to School Grant

RECOMMENDATION:

Approval of an Agreement of Understanding and authorizing the Mayor to sign additional contracts with the Arkansas Highway and Transportation Department (AHTD) as necessary to utilize $81,248 in federal-aid funds through the Arkansas Safe Routes to School Program (SRTS) for the construction of a pedestrian bridge along the west side of Salem Road that will connect two pieces of existing sidewalk between Holcomb Elementary and Holt Middle School; and approving a budget adjustment to recognize this revenue. A willingness to apply for this grant was approved on February 19th of 2013 by resolution 29-13.

PROPOSAL:

The City of Fayetteville was awarded this grant from the Arkansas Highway and Transportation Department in June of 2013. This grant award will fund the construction of a trail bridge over Clabber Creek at Salem Rd. In addition, AHTD will pay for all necessary geotechnical, hydrologic and structural engineering for the placement of this pedestrian bridge estimated at approximately $45,000. The City has committed to constructing a section of missing sidewalk totaling 317 linear feet along Salem Road approximately 1,000 feet north of this bridge project. The completion of the SRTS bridge project and the City's sidewalk project will complete the final missing segments creating a safe pedestrian route between Holcomb Elementary and Holt Middle Schools. In the future, this pedestrian bridge will be part of the Clabber Creek Trail which will connect many of the adjacent neighborhoods to these two schools. The completion of the Clabber Creek Trail Phase II is anticipated in 2016

BUDGET IMPACT:

The terms of this grant do not require a project match on the part of the City of Fayetteville. The Agreement of Understanding obligates the City to complete the work in a two year time frame.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF AN ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT SAFE ROUTES TO SCHOOL GRANT IN THE AMOUNT OF $81,248.00 TO BE UTILIZED FOR CONSTRUCTION OF A PEDESTRIAN BRIDGE ALONG SALEM ROAD CONNECTING HOLCOMB ELEMENTARY AND HOLT MIDDLE SCHOOL, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Arkansas State Highway and Transportation Department Safe Routes to School grant in the amount of $81,248.00 to be utilized for construction of a pedestrian bridge along Salem Road connecting Holcomb Elementary and Holt Middle School.

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

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Transportation Services Department: Transportation Services	7/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The Arkansas Highway Commission approved the City's application for Federal-aid Safe Routes to Schools funding in the amount of $81,248 for the construction of a bridge on the Clabber Creek Trail near the Salem Rd. There is no required match for this 100% reimbursable grant.

Division Head	7-16-13 Date	Prepared By:	ttaylor
Budget Director	7/22/13 Date	Reference:	
Department Director	7-16-13 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	7-22-2013 Date	General Ledger Date	
Chief of Staff	7-22-13 Date	Posted to General Ledger	Initial / Date
Mayor	7/22/13 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 81,248 81,248

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Federal Grants-Capital	4470.0947.4309.00	RE		81,248	02016 . 1304
Trails	4470.9470.5814.05	EX	81,248		02016 . 1304

EXHIBIT
A

100 YEARS SERVING ARKANSAS SINCE 1913
ARKANSAS STATE HIGHWAY COMMISSION

ARKANSAS STATE HIGHWAY COMMISSION
P.O. Box 2261 • Little Rock, Arkansas 72203-2261
Phone: (501) 569-2000 • Voice/TTY 711 • Fax: (501) 569-2400
www.ArkansasHighways.com

John Ed Regenold
Chairman
Armorel

John Burkhalter, P.E.
Vice Chairman
Little Rock

Dick Trammel
Rogers

Thomas B. Schueck
Little Rock

Robert S. Moore, Jr.
Arkansas City

Scott E. Bennett, P.E.
Director of
Highways and Transportation

June 13, 2013

Mr. Peter Nierengarten
Sustainability and Strategic Planning Director
City of Fayetteville
125 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Nierengarten:

Reference is made to your application for Infrastructure funding through the Arkansas Safe Routes To School (SRTS) Program. Congratulations, your project has been selected to receive $81,248 in Federal funding for construction of your project.

A project administration workshop will be held at 10:00 a.m. on July 10, 2013, at the Arkansas State Highway and Transportation Department's headquarters building. We are located at Exit 130 on Interstate 30 in southwest Little Rock. The person identified as being in charge of the project must attend this workshop.

We look forward to working with you to help provide a safer bicycling and walking environment for Arkansas' school children. If you should have any questions regarding your project prior to the workshop, please contact Kimberly Sanders at (501) 569-2020.

Sincerely,

Scott E. Bennett

Scott E. Bennett
Director of Highways
and Transportation

c: Highway Commission
Deputy Director and Chief Engineer
Assistant to the Director
Assistant Chief Engineer – Planning
Planning and Research
District 4

AGREEMENT OF UNDERSTANDING
FOR AN INFRASTRUCTURE PROJECT
BETWEEN

CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U. S. Department of Transportation
Federal Highway Administration

RELATIVE TO

Implementation of Job 040663, Fayetteville SRTS I (2012) (hereinafter called the "Project") as an Arkansas Safe Routes To School (SRTS) Program project.

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users provides 100% Federal-aid funds for certain approved Arkansas SRTS Program projects; and

WHEREAS, the City of Fayetteville (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

WHEREAS, it is understood that the Sponsor and the Arkansas State Highway and Transportation Department (hereinafter called the "Department") will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A).

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation of the project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Before acquiring additional property for this project, submit a letter to the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the Sponsor will assume or (2) requests that the Department handle some or all of these services. Acquisition of property must be accomplished in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"). **NOTE: Failure to notify the Department prior to initiating this phase of work may result in all project expenditures being declared non-participating in federal funds. Please refer to www.fhwa.dot.gov/realestate/index.htm if you have any questions.**

2. If no acquisition is required, provide a copy of the recorded deed or an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the project as shown in Attachment B1. If property has been acquired, see Attachment B2; if the property is being donated see Attachment B3.

3. Be responsible for all engineering costs associated with any changes to the project if the Sponsor fails to acquire the right-of-way or secure easements required for the project under the original scope.

4. After the Department authorizes the Sponsor to advertise the project, advertise for bids in accordance with Federal procedures as shown in Attachment C.

5. After bids are opened and reviewed, submit a certification letter (Attachment D), including all items noted, to the Department and request concurrence in award of the contract. **NOTE; Any costs incurred by the Sponsor prior to receiving the Department's concurrence in award are not eligible for reimbursement.**

6. Submit change orders to the contract to the Department for review and approval prior to execution.

7. The purchase of essential replacement parts during construction is bound by the following conditions;

   1) The extra parts shall only be used in the locations approved under the original SRTS project.

   2) The cost of the extra parts should be kept to a minimum.

8. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then provide proof of all expenditures to the Department and request reimbursement.

9. Be responsible for the inspection, measurement, documentation, certification of all work in accordance with the plans and specifications for the Project and to retain and maintain for three years after completion all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. Such records shall be retained in accordance with the

requirements of 49 CFR, Subtitle A, Part 18, Subpart C, Section 18.42 - Retention and access requirements for records. See Attachment E. The Contractor and subcontractor(s) shall be monitored for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

10: Be responsible for satisfactory maintenance (including reasonable snow removal efforts from sidewalks and other pedestrian facilities) and for the repair or replacement of any damaged infrastructure. Also be responsible for the proper operation of all improvements and for adopting regulations, ordinances and procedures as necessary to ensure this. Failure to adequately maintain, replace and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in withholding future Federal-aid.

11. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials.

12. Retain total, direct control over the project throughout the life of the improvements and not, without prior approval from the Department:

- sell, transfer, or otherwise abandon any portion of the project;
- change the intended use of the project as stated in the approved project application;
- make significant alterations to any improvements constructed with Federal-aid funds; or
- cease maintenance or operation of the project due to the project's obsolescence.

13. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.

14. Be responsible for 100% of all project costs incurred, including but not limited to design costs, should the project not be completed as specified.

15. Be responsible for 100% of any and all expenditures which are declared non-participating in federal funds, including awards by the State Claims Commission.

16 Construction projects must be advertised for bid within two years of the date of the kickoff meeting or funding will be subject to revocation. If the project is cancelled, the Sponsor will be required to repay to the Department any funds expended for engineering services.

17. Repay to the Department all Federal funds if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be transferred by the Director of the Department of Finance and Administration from any of the Sponsor's funds should the Sponsor fail to pay the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.

18. Conduct surveys of affected students to determine modes of school transportation and potential barriers to walking and bicycling. The survey devices will include a one-week classroom oriented session run by school faculty and a take-home survey to be completed with a child's parent. Completed surveys will be turned into the Department for tabulation. Both surveys will be provided by the Department. **Final project reimbursement could be withheld if surveys are not completed.**

19. "The City of Fayetteville does not waive its sovereign statutory immunity, but acknowledges that the City has full legal responsibility for the proper design, construction, maintenance and operation of the project. The City acknowledges that the Highway Department and Highway Commission have no duty or responsibility to users of this City project, and therefore can have no liability related to the design, construction, maintenance or operation of this City project. If the Arkansas Claims Commission ever grants a claim against the Highway Department or Highway Commission for any injury or damage to a person using the project the City of Fayetteville agrees to pay this claim for the Highway Department or Highway Commission."

20. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with Title VI of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation..

21. Comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Sponsor is appropriate, the Sponsor agrees to comply with any additional instructions provided by the Department to the Sponsor regarding such audit.

22. Complete and submit a Federal Funding Accountability and Transparency Act (FFATA) sub-award report for all awards $25,000 or greater (Attachment F).

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds.

2. Provide environmental documentation for the project.

3. Provide plans and specifications and bidding documentation for the project.

4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

5. Authorize the Sponsor to proceed with advertisement of the project for construction bids.

6. Review bid tabulations and concur in award of the construction contract for the project.

7. Review and approve any necessary change orders for project/program eligibility.

8. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

9. Reimburse the Sponsor for all eligible construction costs.

10. Provide Sponsors with school transportation surveys to be conducted by the Sponsor and tabulate results of the surveys.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION
DEPARTMENT

City of Fayetteville

Scott E. Bennett
Director of Highways and Transportation

Signature

Printed Name

Title

Date

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. Nelson Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:
joanna.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

AGREEMENT OF UNDERSTANDING
FOR AN INFRASTRUCTURE PROJECT
BETWEEN

CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
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WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement; and

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6. Submit change orders to the contract to the Department for review and approval prior to execution.

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8. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then provide proof of all expenditures to the Department and request reimbursement.

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11. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials.

12. Retain total, direct control over the project throughout the life of the improvements and not, without prior approval from the Department:

    - sell, transfer, or otherwise abandon any portion of the project;
    - change the intended use of the project as stated in the approved project application;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
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13. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.

14. Be responsible for 100% of all project costs incurred, including but not limited to design costs, should the project not be completed as specified.

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3. Provide plans and specifications and bidding documentation for the project.

4. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.

5. Authorize the Sponsor to proceed with advertisement of the project for construction bids.

6. Review bid tabulations and concur in award of the construction contract for the project.

7. Review and approve any necessary change orders for project/program eligibility.

8. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.

9. Reimburse the Sponsor for all eligible construction costs.

10. Provide Sponsors with school transportation surveys to be conducted by the Sponsor and tabulate results of the surveys.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the Sponsor from receiving future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

City of Fayetteville

Scott E. Bennett
Director of Highways and Transportation

Signature

Printed Name

Title

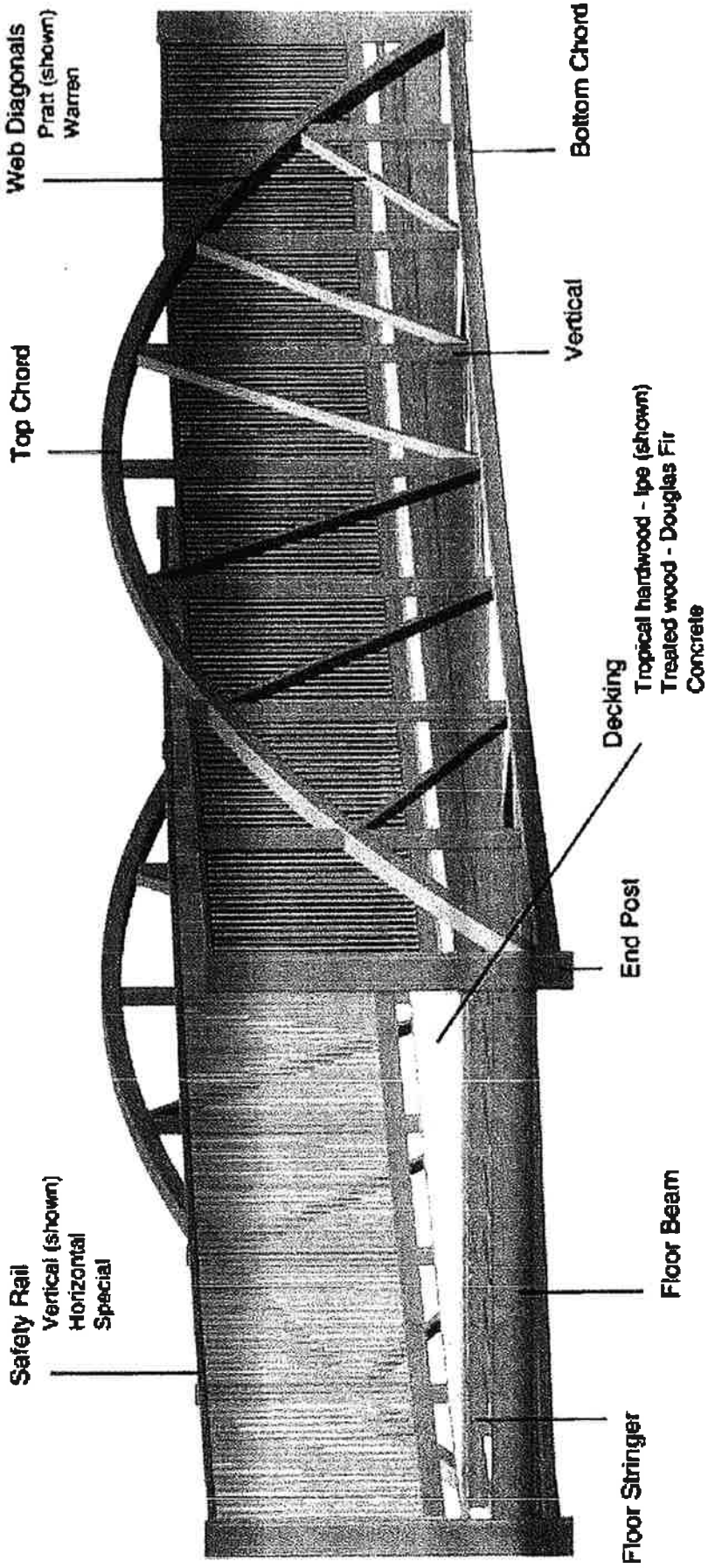
Date

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. Nelson Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address:
joanna.nelson@arkansashighways.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

City of Fayetteville 2013
Safe Routes to School Grant Application Location


Web Diagonals
Pratt (shown)
Warren
Top Chord
Safety Rail
Vertical (shown)
Horizontal
Special
Bottom Chord
Vertical
Decking
Tropical hardwood - Ipe (shown)
Treated wood - Douglas Fir
Concrete
End Post
Floor Beam
Floor Stringer

RESOLUTION NO. 29-13

A RESOLUTION TO APPROVE AND SUPPORT A GRANT APPLICATION TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF $81,248.00 FOR PARTIAL FUNDING FOR THE CLABBER CREEK TRAIL BRIDGE ALONG SALEM ROAD AS PART OF THE SAFE ROUTES TO SCHOOLS PROGRAM

WHEREAS, the City Council of the City of Fayetteville, Arkansas strongly supports the Safe Routes to Schools Program and requests that the Arkansas State Highway and Transportation Department approve grant funding in the amount of $81,248.00 to construct a portion of the Clabber Creek Trail Bridge along Salem Road to connect neighborhoods in the area of Holcomb Elementary School and Holt Middle School,

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 authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves and supports the Sustainability and Strategic Planning Department's application to the Arkansas State Highway and Transportation Department for a grant in the amount of $81,248.00 through the Safe Routes to School Program to fund a portion of the construction costs of the Clabber Creek Trail bridge along Salem Road to provide safe pedestrian access from adjacent neighborhoods to Holcomb Elementary School and Holt Middle School.

PASSED and **APPROVED** this 19th day of February, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A Resolution to approve a Budget Adjustment to the Airport Ground Service Equipment Acquisition project, increasing the project budget to purchase an aircraft passenger stair.

$ 3,500.00	$ 34,000.00	Airport Ground Service Equip Acquisition
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.3960.5801.00	$ 19,475.00	Fixed Assets
Account Number	Funds Used to Date	Program / Project Category Name
13024 1	$ 14,525.00	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 7-17-13

City Attorney — Date: 7-19-13

Finance and Internal Services Director — Date: 7-22-2013

Chief of Staff — Date: 7-22-13

Mayor — Date: 7/22/13

Previous Ordinance or Resolution # 234-12

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office 07-18-13 P03:47

Received in Mayor's Office ENTERED 7/19/13

Comments:

City Council Meeting of: August 6, 2013
Agenda Item Number:

Fayetteville
ARKANSAS

AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT ▪ DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: July 15, 2013

SUBJECT: Approval of a Budget Adjustment to the Airport Ground Service Equipment Acquisition project for the purchase of Air Stairs to support the U of A Football Team Boeing 757 Charters. Signature of the Mayor.

RECOMMENDATION: Approve the Budget Adjustment to reprogram $3,500.00 from Equipment Rental line item to the Airport Ground Service Equipment Acquisition project for the purchase of Air Stairs. Signature of the Mayor.

BACKGROUND: The Airport Ground Service Equipment (GSE) Acquisition project was created and approved in 2012 and added to the 2013 budget for the purpose of purchasing a Belt Loader and Air Stairs to support U of A Boeing 757 charters in support the Razorback Football Team. The first item to be purchased was the Belt Loader which after delivery to the airport, was determined to not meet the requirements of the 757. All quotes for the equipment were incorrect indicating that they could service the 757 cargo door which is 88" high. The lowest bidder agreed to replace the loader and to pick up the loader but for the difference in price. The $3,500.00 required by the BA is the difference in the cost of the equipment due to the product information being incorrect by all vendors responding to our request for quotes.

BUDGET IMPACT: The $3,500.00 will be reprogrammed from the Equipment Rental line item in the operations program which will not be used in 2013.

Attachments: Staff Review
Budget Adjustment

4500 SOUTH SCHOOL AVENUE, SUITE F ▪ AIRPORT TERMINAL BUILDING ▪ FAYETTEVILLE AR 72701
479.718.7642 ▪ 479.718.7646 FAX ▪ www.accessfayetteville.org/government/aviation
airport_economic_development@ci.fayetteville.ar.us

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $3,500.00 TO PROVIDE FOR AN INCREASE IN THE PROJECT BUDGET FOR THE PURCHASE OF AIRCRAFT PASSENGER STAIRS FOR FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached as Exhibit "A", in the amount of $3,500.00 to provide for an increase in the project budget for the purchase of aircraft passenger stairs for Fayetteville Executive Airport-Drake Field.

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Aviation Department: Transportation Services	Request Date	Adjustment Number
2013		7/9/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

To increase the Airport Ground Service Equipment Acquisition project to purchase an aircraft passenger stairway, necessary to service Boeing 757 passenger jets. American Airlines charter division will be using B757s to transport the U of A Football Program to and from Drake Field. In order to retain the business, the Aiport must be able to provide a passenger stairway.

The purchase of the air stair was delayed in 2012 pending the takeover of the FBO operation from the contracted operator. After the purchase of a beltloader in early 2013, the project does not have a sufficient approved budget remaining for the air stair. Previously approved expense budget in the Airport Operations program, Equipment Rental account, will not be used in this fiscal year and is available for this purchase.

Division Head	7/15/13 Date	Prepared By:	jnicholson *jnicholson*
Budget Director	7-22-2013 Date	Reference:	
Department Director	7-17-13 Date	Budget & Research Use Only Type: A B C D E P	
Finance Director	7-22-2013 Date	General Ledger Date	
Chief of Staff	7-22-13 Date	Posted to General Ledger	Initial Date
Mayor	7/22/13 Date	Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT - -

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
				-	.
ADDEquipment rental	5550.3955.5308.03	E>	(3,500)		.
Fixed assets	5550.3960.5801.00	E>	3,500		13024 . 1

EXHIBIT
A

Invoice 91052

Customer FEA

CLYDE MACHINES, INC.
1150 HWY 55 N., P.O. BOX 194
GLENWOOD, MN 56334
FAX 320/634-4506 clydemachines.com
Telephone 320/634-4504

Bill To:
FAYETTEVILLE EXECUTIVE AIRPORT
ATTN: ACCTS PAYABLE
4500 S. SCHOOL AVE STE F
FAYETTEVILLE, AR 72701

Ship To:
FAYETTEVILLE EXECUTIVE AIRPORT
JACOB 479-718-7653
4500 S. SCHOOL AVE STE F
FAYETTEVILLE, AR 72701

Date	Ship Via	F.O.B.	Terms
07/18/13	HTC TRUCK	Origin	CREDIT CARD 50% DOWN

Purchase Order Number	Salesperson	Order Date	Our Order Number
E-MAIL	CB	07/16/13	82573

Quantity Ordered	Quantity Shipped / Back Ordered	Item Number / Item Description	Unit of Measure	Unit Price / Discount %	Tax	Extended Price
1	1	15F2820 PASSENGER STAIR SN: 64756		13850.00	N	13850.00
1	1	SHIPHTC HTC FREIGHT AND HANDLING CHARGE		2050.00	N	2050.00

NonTaxable Subtotal	15900.00
Taxable Subtotal	0.00
Tax	0.00
Total	15900.00

Duplicate

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the unsafe structure located at 515 E. Township Street. (WC Parcel # 765-13391-000)

$ 4,200.00	$ 16,275.00	
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.6420.5315.04	$ 4,875.00	Raze and Removal
Account Number	Funds Used to Date	Program / Project Category Name
	$ 11,400.00	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 07.18.2013

City Attorney — Date: 7-18-13

Finance and Internal Services Director — Date: 7-18-2013

Chief of Staff — Date: 7-18-13

Mayor — Date: 7/19/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-13-13 A11:25 RCVD

Received in Mayor's Office ENTERED 7/18/13

Comments: Staff recommends approval of the Resolution.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director

From: Yolanda Fields, Community Services Director

Date: July 17, 2013

Subject: Raze and Removal of structure at 515 E. Township Street

RECOMMENDATION

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 515 E. Township Street.

BACKGROUND

Service Request # 126792, Case # 17190: Code Compliance responded to a request concerning the structure located at 515 E. Township Street. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *House is beyond effective repair; roof has holes, sheetrock wet and falling. Cost to repair and bring to current codes exceeds value of structure.*
On April 12, 2013, an Unsafe Building Notice of Violation was hand delivered to the property owner, Aaron Mahan. By ordinance, the property owner was given until May 13, 2013 to acquire a building permit or to raze and remove the structure.
On July 2, 2013, a Notice of Public Hearing was hand delivered to the property owner informing him of the August 6, 2013 Public Hearing.

DISCUSSION

This parcel contains a 1,295 square foot single family dwelling. The structure is not secured and has deteriorated to a point where it is no longer safe. There is not a current building permit on this structure.

BUDGET IMPACT

If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed to current budget. A Lien will be placed on the property for the incurred costs.

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY MARSHALL AARON MAHAN LOCATED AT 515 E. TOWNSHIP STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS

WHEREAS, Marshall Aaron Mahan is the record owner of the real property situated at 515 E. Township Street, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-13391-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, the property owner, having been properly served with a Violation Notice by personal hand-delivery, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Marshall Aaron Mahan is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Marshall Aaron Mahan does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Code Compliance Program
Unsafe Building Violation Determination

Address / Location: 515 E. Township St.

WC Parcel # 765-13391-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

5 mar 13

Building Official

Observations: Home is beyond effective repair, roof leaks, sheetrock wet and falling, exterior walls rotten and deteriorating, Cost to repair and bring to current codes exceeds value of structure

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: March 4, 2013 *SR#* 126792

Date Received: 3/5/13 *Case#* 17190

Community Services Division Director

CCFORM 602 (REV 03/2009)

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Fayetteville
ARKANSAS

Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

April 12, 2013

Owner AARON MAHAN
P.O. BOX 361

FARMINGTON, AR 72730

RE: Property @ 515 E TOWNSHIP ST, Fayetteville, AR

WC Parcel # 765-13391-000 **Case # 17190**

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)444-3428.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

LAURA WILSON
Code Compliance Officer

Cc: file

Code Compliance Program

OFFICER DELIVERY FORM

Document: 173.09 Unsafe Buildings

Name and Address to Deliver:

Aaron Mahan
P.O. Box 361
Farmington, AR 72730

Owner/Occupant's Signature: Mahll Mc

Return of Service

I certify that I provided a true copy of the document described above to:

Name of Recipient: Aaron Mahan

Officer Name: Laura Wilson

Officer Signature: Laura Wilson

Delivery Date: 4/12/13

City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-575-8260

June 24, 2013

Aaron Mahan
PO Box 361
Farmington, AR 72730

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **515 E. Township St. (Parcel #765-13391-000)**, should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on **August 6, 2013** beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Code Compliance Administrator

Cc: file

mmahan@uark.edu

Fayetteville
ARKANSAS

Code Compliance Program

OFFICER DELIVERY FORM

Document: 173.09 Unsafe Buildings

Name and Address to Deliver:

Aaron Mahon
P.O. Box 361
Farmington, AR 72730

MAHAN, MARSHALL AARON
517 E. TOWNSHIP
FAYETTEVILLE, AR 72701

Owner/Occupant's Signature: Marshall A. Mahan

Return of Service

I certify that I provided a true copy of the document described above to:

Name of Recipient: Aaron Mahan

Officer Name: Laura Wilson

Officer Signature: Laura Wilson

Delivery Date: 7/2/13

Record **1** of **1** Last Updated 07/16/13

Print Page

Parcel Number: **765-13391-000** Prev. Parcel Number: **146555-000-00** Type: **RI**
Location: **515 E TOWNSHIP ST**
Owner Name: **MAHAN, AARON**
Mailing Address: **PO BOX 361 FARMINGTON AR 72730**
Lot: Block: S-T-R: **03-16-30**
Addition: **3-16-30 FAYETTEVILLE OUTLOTS**
School District: **FAYETTEVILLE SCH, FAY** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **PT E/2 FRL NW .53 A.**
Current Year A79 Credit Status: **N**

Last Appraised: **2013**	**Appraised Value**	**Taxable Value**
Land	**35,000**	**7,000**
Improvement	**6,700**	**1,340**
Total	**41,700**	**8,340**

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	A79 Status	Net Total Tax	Total Tax Paid	Payment Status
2012	**13,710**	**$736.91**	**$0.00**	**$0.00**	**$0.00**	**$350.00**	**O**	**$386.91**	**$0.00**	
2011				**DELINQUENT**						
2010	**13,710**	**$743.77**	**$0.00**	**$0.00**	**$0.00**	**$350.00**	**O**	**$393.77**	**$393.77**	**PAID**
2009	**16,320**	**$840.48**	**$0.00**	**$0.00**	**$0.00**	**$350.00**	**O**	**$490.48**	**$490.48**	**PAID**
2008	**16,320**	**$840.48**	**$0.00**	**$0.00**	**$0.00**	**$350.00**	**OF**	**$490.48**	**$490.48**	**PAID**
2007	**12,789**	**$659.91**	**$0.00**	**$0.00**	**$0.00**	**$350.00**		**$309.91**	**$309.91**	**PAID**
2006	**11,626**	**$612.69**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$612.69**	**$612.69**	**PAID**
2005	**10,732**	**$565.58**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$565.58**	**$565.58**	**PAID**
2004	**9,838**	**$510.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$510.20**	**$510.20**	**PAID**
2003	**8,944**	**$473.67**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$473.67**	**$473.67**	**PAID**
2002	**8,256**	**$428.98**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$428.98**	**$428.98**	**PAID**
2001	**7,568**	**$393.23**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$393.23**	**$393.23**	**PAID**
2000	**6,880**	**$361.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$361.20**	**$361.20**	**PAID**
1999	**6,880**	**$352.26**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$352.26**	**$352.26**	**PAID**
1998	**6,880**	**$352.94**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$352.94**	**$352.94**	**PAID**
1997	**6,880**	**$352.94**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$352.94**	**$352.94**	**PAID**

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2010	**1119905**	**10/02/2012**	**$393.77**	**$0.00**	**$0.00**	**$0.00**	**$81.46**	**$475.23**
2009	**1097467**	**11/09/2011**	**$490.48**	**$0.00**	**$0.00**	**$0.00**	**$106.13**	**$596.61**
2008	**1054519**	**01/13/2010**	**$490.48**	**$0.00**	**$0.00**	**$0.00**	**$65.82**	**$556.30**
2007	**1035032**	**02/27/2009**	**$309.91**	**$0.00**	**$0.00**	**$0.00**	**$46.88**	**$356.79**
2006	**118775**	**10/9/2007**	**$612.69**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$612.69**
2005	**69480**	**8/3/2006**	**$565.58**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$565.58**
2004	**53622**	**7/8/2005**	**$510.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$510.20**
2003	**58805**	**8/20/2004**	**$473.67**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$473.67**
2002	**66970**	**9/5/2003**	**$428.98**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$428.98**

2001	**5578**	**4/1/2002**	**$393.23**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$393.23**
2000	**2465**	**4/2/2001**	**$361.20**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$361.20**
1999	**7187**	**7/5/2000**	**$352.26**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$352.26**
1998	**6881**	**6/25/1999**	**$352.94**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$352.94**
1997	**4563**	**7/6/1998**	**$352.94**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$352.94**

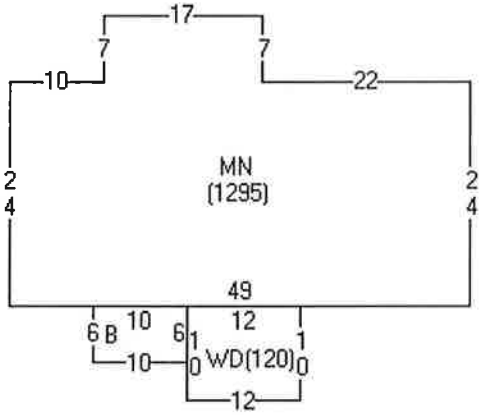
Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
11/7/2007	**2007-42032**	**MAHAN, AARON**		**FD**	**0**	
SN 2007-42032 FD NO REV PER PROBATE PR2006-778-5						
1/1/1985	**920-83**	**WAITS, BOBBY**			**0**	**0.00**

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Year Constructed	Basement Area
1	**SF**	**FS**	**1295**	**1295**	**1950**	

Grade	Condition	Exterior Wall	Fireplace	Year Remodeled	Effective Age
5	**P**	**STANDARD**	**1SF**		**60**

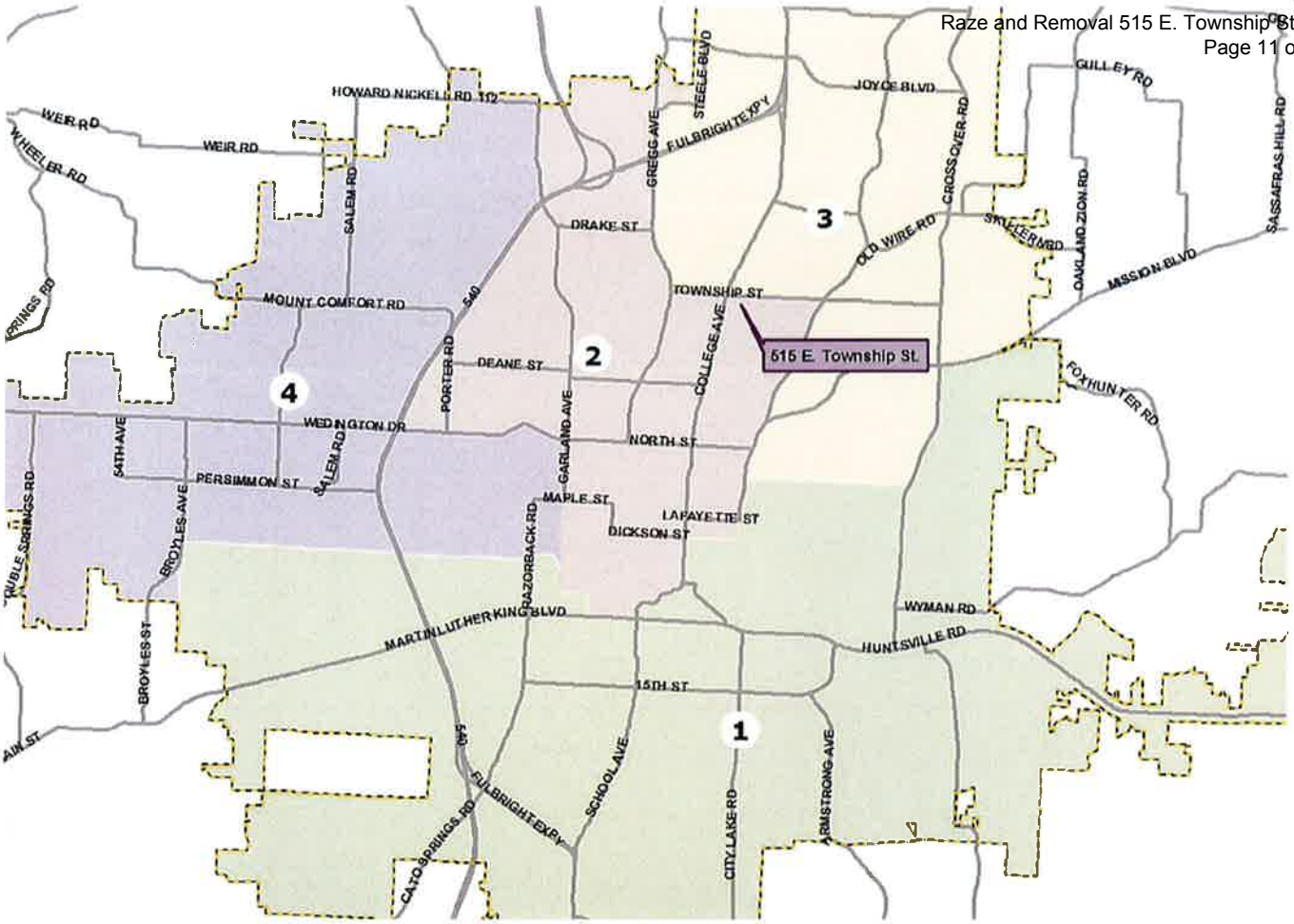
Sketch:



Out Buildings and Yard Improvements

Qty	Description	Size	Quality
1	**Gravel Driveway**		

Next Item | Previous Item | Ledger Card | Prev. Ledger Card | GIS Parcel Map | Return to Search Results | Modify Search | New Search


HOWARD NICKELL RD
WEIR RD
WHEELER RD
SALEM RD
MOUNT COMFORT RD
PORTER RD
540
DEANE ST
WEDINGTON DR
54TH AVE
PERSIMMON ST
BROYLES AVE
BROYLES ST
TRIBLE SPRINGS RD
GREGG AVE
STEELE BLVD
FULBRIGHT EXPY
DRAKE ST
TOWNSHIP ST
COLLEGE AVE
GARLAND AVE
NORTH ST
MAPLE ST
LAFAYETTE ST
DICKSON ST
RAZORBACK RD
MARTIN LUTHER KING BLVD
15TH ST
SCHOOL AVE
CITY LAKE RD
ARMSTRONG AVE
CATO SPRINGS RD
JOYCE BLVD
CROSSOVER RD
OLD WIRE RD
SKYLER RD
GULLEY RD
OAKLAND ZION RD
MISSION BLVD
FOXHUNTER RD
WYMAN RD
HUNTSVILLE RD
SASSAFRAS HILL RD
515 E. Township St.
1
2
3
4

TOWNSHIP ST
515 E. Township St.
OLD WIRE RD
COLLEGE AVE

07.17.2013 12:40

07.17.2013 12:41

07 17 2013 12:43

07 17 2013 12:43

07.18.2013 09:30

07.18.2013 09:31

07.18.2013 09:32

07.18.2013 09:32

Copy

IN THE CIRCUIT COURT OF WASHINGTON COUNTY, ARKANSAS
PROBATE DIVISION

Doc ID: 011742300002 Type: REL
Recorded: 11/09/2007 at 03:44:51 PM
Fee Amt: $20.00 Page 1 of 2
Washington County, AR
Bette Stamps Circuit Clerk

In the Matter of the Estate of

BOBBY WAITS, Deceased **Case No.PR-2006-778-5**

File 2007-00042032

FIDUCIARY'S DEED

The undersigned, Matthew Mahan, being the duly appointed, qualified, and acting Personal Representative of the Estate of Bobby Waits, deceased, pursuant to Orders of the Washington County Probate Court entered February 2, 2007 and for One Dollar ($1.00) and other valuable consideration to us in hand paid by Aaron Mahan, hereafter called Grantee, the receipt of which is hereby acknowledged, do hereby GRANT, BARGAIN, SELL, and CONVEY unto said Grantee, and unto his heirs and assigns forever, all the said decedent's right, title, and interest, discharged from liability for his debts, in and to the following described real property situated in Washington County, Arkansas:

> A Part of the East half of the fractional Northwest quarter of Section three (3) in Township sixteen (16) North of Range thirty (30) West, being more particularly described as follows:
>
> Beginning at a point on the North line of the said East half of the fractional Northwest quarter of said Section three (3) which is four hundred eighty one and one half (481 ½) feet East of the East line of U.S. Highway No. 71, which point on said highway is eight (8) links East of the North West corner of said East half of the Fractional Northwest quarter of Section three (3), and running, thence East Seventy two (72) feet, thence South three hundred twenty one and one-tenth (321.1) feet; thence West seventy two (72) feet; thence North three hundred twenty one and one-tenth (321.1) feet to the place of beginning, containing fifty three hundredths (.53) of an acre, more or less.

TO HAVE AND TO HOLD the same unto Grantees and unto his heirs and assigns forever, together with all appurtenances thereunto belonging,

EXECUTED the 7th day of November 2007.

Matthew H. Mahan

Matthew Mahan, Personal Representative

COPY

STATE OF ARKANSAS

COUNTY OF WASHINGTON

On the 7th day of November, 2007, personally appeared before me, the undersigned Notary Public, Matthew Mahan, Personal Representative in the Bobby Waits Estate, to me well known, and acknowledged that he had executed the foregoing instrument in the capacity and for the purposes and consideration therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

MELISSA JONES
Washington County
My Commission Expires
January 21, 2015

Notary Public

Send Tax Bills To:

Aaron Mahan
P. O. Box 361
Farmington, AR 72730

Prepared by:

Dianne C. Boyd
Boyd Law Firm
840 N Pollard
Fayetteville, AR 72701

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294): Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres. The request is to rezone the property to R-O, RESIDENTIAL OFFICE, subject to a Bill of Assurance.

Cost of this request	$ - Category / Project Budget	Program Category / Project Name
Account Number	$ - Funds Used to Date	Program / Project Category Name
Project Number	$ - Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date 07.10.2013

City Attorney — Date 7-12-13

Finance and Internal Services Director — Date 7-12-2013

Chief of Staff — Date 7-15-13

Mayor — Date 7/16/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-11-13 P12:07 RCVD

Received in Mayor's Office ENTERED 7/12/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Andrew Garner, Senior Planner

Date: July 9, 2013

Subject: RZN 13-4410 (2468 N. Crossover/Lynnwood Estates)

RECOMMENDATION

The Planning Commission recommends approval of an ordinance to rezone the property to R-O, Residential Office, subject to a Bill of Assurance. Planning Division staff recommends denial of the request.

BACKGROUND

The subject property is located at 2468 Crossover Road and contains approximately 4.66 acres with a single family residence and five undeveloped single family lots that were platted in 2006 with the Lynwood Estates Final Plat.

The applicant has submitted an application to rezone the property from RSF-2 to R-O, Residential Office. The applicant has offered a Bill of Assurance with the rezoning with several restrictions that would apply to the property if it is rezoned to R-O. A copy of the Bill of Assurance is attached and addresses issues such as land use, building size and appearance, noise, and landscaping. Staff has also included a copy of the R-O zoning code highlighting restrictions offered by the applicant in their Bill of Assurance.

Staff has concerns that this rezoning to R-O, Residential Office would be incompatible with the surrounding, primarily single family land uses, and would potentially conflict with City Plan 2030. The rezoning would start to compromise the primarily residential nature of this vicinity of Crossover Road, when the Future Land Use Plan map concentrates the more intense, non-residential uses at the busier intersections of Mission, Joyce, Zion, and Huntsville, not mid-block at the subject property.

DISCUSSION

On July 8, 2013, the Planning Commission forwarded this item to the City Council with a recommendation of approval with a vote of 6-1-0 (Commissioner Honchell voted 'no'). There were three members of the public that spoke against the rezoning at the Planning Commission meeting, discussing issues such as land use compatibility, future commercial uses along the corridor, and traffic issues.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE REZONING THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 13-4410, FOR APPROXIMATELY 4.66 ACRES LOCATED AT 2468 NORTH CROSSOVER ROAD FROM RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE, TO R-O, RESIDENTIAL OFFICE, 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 RSF-2, Residential Single-Family, 2 units per acre to R-O, Residential Office, 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.

Section 3: That the rezoning of the subject property is subject to the Bill of Assurance offered by the applicant as shown in Exhibit "C" attached hereto and made a part hereof.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

EXHIBIT "A"

RZN13-4410

Close Up View

LYNNWOOD ESTATES

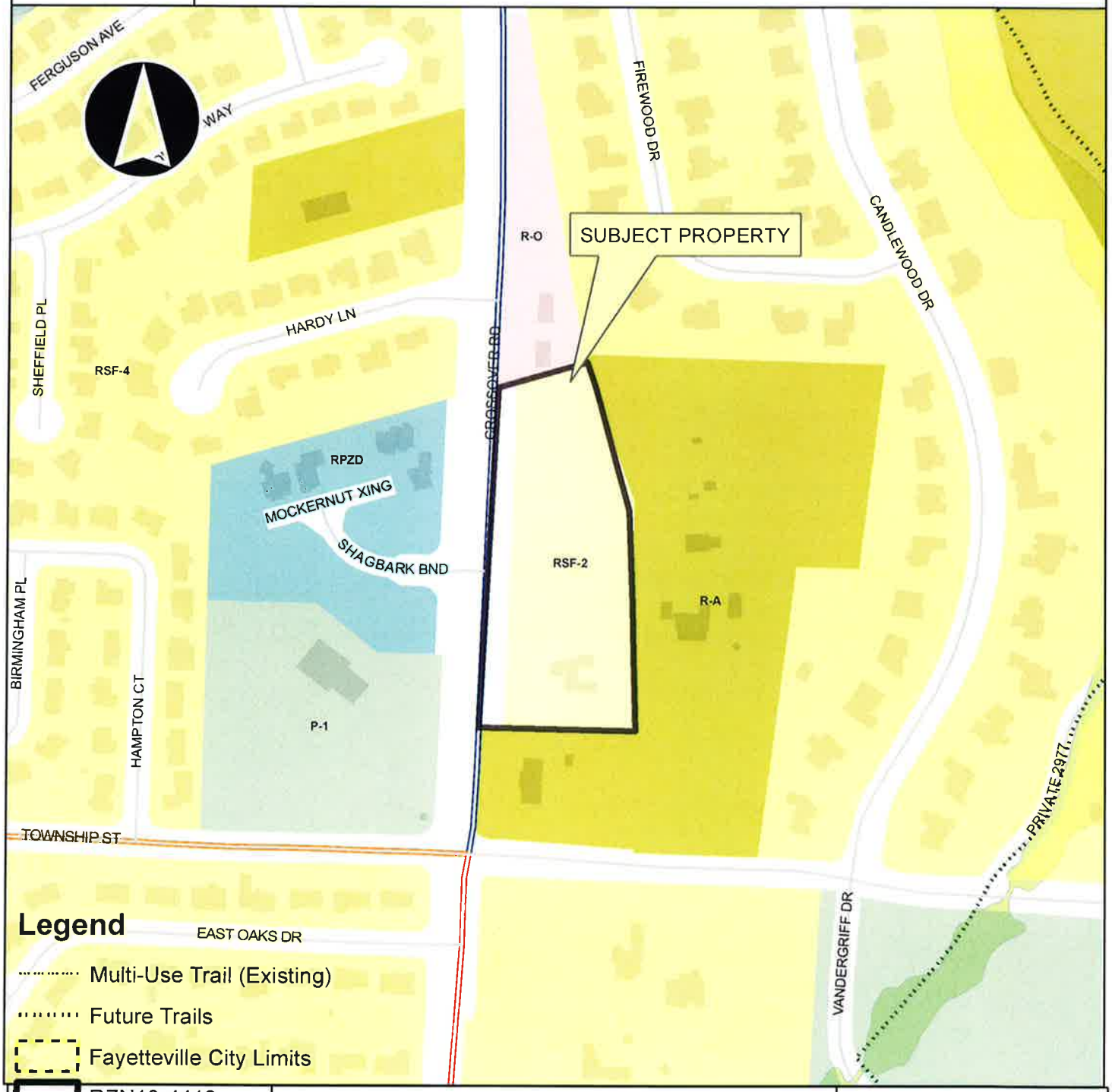


EXHIBIT "B"
RZN 13-4410

PART OF THE SW 1/4 OF THE SW 1/4 OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,
TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID 40 ACRE TRACT RUNNING THENCE N90°00'00"E A DISTANCE OF 555.26 FEET, THENCE N03°13'15"E 245.07 FEET TO THE POINT OF BEGINNNG, SAID POINT BEING A FOUND IRON PIN ON THE EXISTING RIGHT OF WA Y OF ARKANSAS HIGHWAY 265, AND RUNNING THENCE N03°13'15"E 700.59 FEET, THENCE N74°00'39"E 189.44 FEET, THENCE S19°46'00"E 49.79 FEET, THENCE S15°11'33"E 31.97 FEET, THENCE S15°14'58"E 92.68 FEET, THENCE S15°30'03"E 121.08 FEET, THENCE S13°21'29"E 22.02 FEET, THENCE S02°37'00"E 82.44 FEET, THENCE S01°54'36"E 110.11 FEET, THENCE S01°15'39"E 110.06 FEET, THENCE S01°20'29"E 151.20 FEET; THENCE N88°43'45"W 321.99 FEET TO THE POINT OF BEGINNING CONTAINING 4.66 ACRES MORE OR LESS SUBJECT TO RIGHT OF WAY ALONG ARKANSAS HIGHWAY 265

EXHIBIT "C"

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") Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, 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 **reasonably 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 Petitioners 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 Professional Office Space or Single Family Residences**
2. **Other restrictions including number and type of structures upon the property are limited to:**
    a. **Height of any building constructed is not to exceed 40 feet**
    b. **Materials used will be brick, stone or similar material**
    c. **Structures must have no less than a 6/12 roof pitch**
    d. **Fencing will separate the property on the east side from adjoining neighbors and must be approved by Petitioner.**
3. **Specific activities will not be allowed upon Petitioner's property include:**
    a. **No loud or obnoxious noise**
    b. **No outdoor animals**
    c. **No bars or alcohol serving businesses including clubs etc.**
    d. **No late night businesses**
    e. **No sexual related businesses**
    f. **No residential rentals**
    g. **No multi-family dwellings**
4. **(Any other terms or conditions) Street side landscaping plus landscaped yards, parking and other outside lighting will be minimal height and not disturbing to neighbors.**
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"

6. **IN WITNESS WHEREOF** and in final agreement with all the terms and conditions stated above, we Jerry W. Jones & Lynn B. Rogers Trustees of the Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, as the owner (Petitioner) **voluntarily offer** all such assurances and sign our names below.

Jerry W. Jones & Lynn B. Rogers Trustees

Date June 24, 2013

Jerry W. Jones
Lynn B. Rogers

Address

2468 Crossover Road

Fayetteville, AR 72703

NOTARY OATH

STATE OF ARKANSAS } .ss

COUNTY OF WASHINGTON }

And now on this the 24th day of June, 2013 appeared before me, Jerry W. Jones & Lynn B. Rogers Trustees of the Jerry W. Jones & Lynn B. Rogers Revocable Trust LynnWood Estates, 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.

OFFIC 372049
NANCY K. ISRAEL
NOTARY PUBLIC-ARKANSAS
WASHINGTON COUNTY
MY COMMISSION EXPIRES 07-02-19

Nancy K. Israel
NOTARY PUBLIC

My Commission Expires:
July 02, 2019

Bill of Assurance Associated with RZN 13-4410 applied to the R-O zoning district shown in ~~strikeout~~-highlight

161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
~~Unit 5~~	~~Government facilities~~
Unit 8	Single-family dwellings
~~Unit 9~~	~~Two-family dwellings~~
~~Unit 12~~	~~Limited business~~
Unit 25	Offices, studios, and related services
~~Unit 44~~	~~Cottage Housing Development~~

(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 11~~	~~Manufactured home park*~~
~~Unit 13~~	~~Eating places~~
~~Unit 15~~	~~Neighborhood shopping goods~~
~~Unit 24~~	~~Home occupations~~
~~Unit 26~~	~~Multi-family dwellings~~
~~Unit 36~~	~~Wireless communications facilities*~~
~~Unit 42~~	~~Clean technologies~~

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*
(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured	4,200 sq. ft.

home park	
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments: No bedroom One bedroom Two or more bedrooms	 1,000 sq. ft. 1,000 sq. ft. 1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback regulations.*

Front	**15 ft.**
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Building height regulations.*

Building Height Maximum	60 ft.

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

Maximum building height of 40 feet

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

Bill of Assurance Associated with RZN 13-4410 applied to Use Unit 25 shown in ~~strikeout~~-highlight

(Y) *Unit 25. Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

Medical Clinic:	• Dental office/clinic • Medical office/clinic
Professional office:	• Accountant • Architect • Attorney • Broker • Engineer • Realtor
~~Sale of supplies and equipment~~	~~• Architecture, drafting, and art supplies~~ ~~• Office furnishings and supplies~~ ~~• Medical, optical, and dental supplies~~ ~~• Scientific instruments~~
Services:	• Advertising agency ~~• Animal daycare (10 animals or less)~~ ~~• Auto parking garage~~ ~~• Bail bonding agency~~ • Business or management consultant • Computing service • Consultant • Data processing service • Drafting service • ~~Employment agency~~ ~~• Financial institution~~ ~~• Funeral home~~ • Insurance sales • Interior decorator • ~~Photocopying or printing~~ ~~• Social and welfare agencies~~ • Travel agency • ~~Veterinary small animal out-patient clinic~~
Studios:	• Artist's studio • Photography studio • Studio for teaching any of the fine or liberal arts

Fayetteville ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Jeremy Pate, Development Services Director
Andrew Garner, Senior Planner – Current Planning

FROM: **Kit Williams**, City Attorney

DATE: **July 12, 2013**

RE: **Bill of Assurance offered by Petitioner seeking rezoning of 4.66 acres at 2468 North Crossover Road**

I want to thank Planning for its explanation of all the use units normally allowed for Residential Office which Petitioners are seeking to forfeit through their Bill of Assurance. However, their Bill of Assurance does not appear to allow many of the uses all in *Use Unit 25 Offices, Studios and Related Services.* Attached is a copy of all the uses allowed in Use Unit 25. I believe the Bill of Assurance would allow the uses shown for Medical Clinics, Studios and Professional Office, but not most of those listed for Sale of supplies and equipment nor for Services. Some of those activities I believe would be excluded would be Animal daycare, Bail bonding agency, Funeral home, Office furnishings and supplies, Social and welfare agencies, Photocopying or printing and Veterinary Small Animal out-patient clinic.

The applicant needs to be asked whether the Bill of Assurance is intended to exclude all but the Medical Clinic, Studios and Professional Office uses and, if not, what other uses in Use Unit 25 do they intend to be allowed to exercise. We cannot negotiate or request certain uses be excluded. However, we should understand exactly what the applicant means by his offered Bill of Assurance.

(2) *Included uses.*

Home child care, no more than six children	
Instructional services:	Art Crafts Dance Music Tutoring
Professional services:	Architects Insurance agents Lawyers Real estate agents Accountants Editors Publishers Graphic designers Travel agents
Repair services:	Clocks and watches Computers Electronic devices Lawnmowers Small appliances Small engines

(Y) *Unit 25. Offices, studios and related services.*

(1) *Description.* Unit 25 consists of offices, studios, medical and dental labs, and other supporting services and sales.

(2) *Included uses.*

Medical Clinic:	• Dental office/clinic • Medical office/clinic
Professional office:	• Accountant • Architect • Attorney • Broker • Engineer • Realtor
Sale of supplies and equipment	• Architecture, drafting, and art supplies • Office furnishings and supplies • Medical, optical, and dental supplies • Scientific instruments
Services:	• Advertising agency • Animal daycare (10 animals or less) • Auto parking garage • Bail bonding agency • Business or management consultant • Computing service • Consultant • Data processing service • Drafting service • Employment agency • Financial institution • Funeral home • Insurance sales
	• Interior decorator • Photocopying or printing • Social and welfare agencies • Travel agency • Veterinary small animal out-patient clinic
Studios:	• Artist's studio • Photography studio • Studio for teaching any of the fine or liberal arts

(Z) *Unit 26. Multi-family dwellings.*

(1) *Description.* Unit 26 is provided in order that multi-family dwellings and more than three attached units may be located in appropriate residential areas.

(2) *Included areas.*

Apartments
Convalescent home
Dormitory
Fraternity/Sorority houses
Multi-family attached dwellings
Rooming/boarding house
Townhouse, more than three attached units

(AA) *Unit 27. Wholesale bulk petroleum storage facilities with underground storage tanks.*

(1) *Description.* Unit 27 is provided in order that wholesale bulk petroleum storage facilities with underground storage tanks may be located in the appropriate industrial areas.

(2) *Included uses.*

Wholesale bulk petroleum storage facilities with underground storage tanks

(BB) *Unit 28. Center for collecting recyclable materials.*

(1) *Description.* Unit 28 is provided in order that centers for collecting recyclable material may be located in appropriate commercial and industrial areas.

(2) *Included uses.*

Center for collecting recyclable materials

(CC) *Unit 29. Dance halls.* *

(1) *Description.* Unit 29 is provided in order that establishments that provide areas for dancing may be located in an appropriate environment and as not to negatively impact adjacent properties.

RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294): Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres. The request is to rezone the property to R-O, RESIDENTIAL OFFICE, subject to a Bill of Assurance.

Andrew Garner, Senior Planner, gave the staff report.

Ben Israel, applicant's representative, discussed the request, that the property to the north was recently zoned R-O. He described the various land uses along Crossover Road from Lake Fayetteville south to Mission Boulevard.

Public Comment:

Brian Runnels, 2396 Crossover Road, adjacent neighbor to the east of the subject property. Disccussed that we should preserve the 265 corridor. We should prevent further commercial encroachment into this area between Mission and Joyce/Zion Road. He discussed that because of a lack of a left turn will limit commercial viability.

Lynn Lorrimer, 2320 Crossover Road, lives about one block south. Discussed changes over Crossover Road over the years. The property in question will have a median and not be able to turn left. I bought this land 23 years ago because it was a beautiful area. It is still a quiet, residential area. He is against any kind of commercial or offices in this area. It will increase traffic flow and the noise.

Paul Henry, live on Township just south. Crossover is a double-wide lane now. He is concerned with traffic ingress. The lot on the southern corner is left out. Casey's and Kum and Go may now look at this corner if R-O is approved. The applicant has a nice sized property. He discussed letting commercial use creep into this area, and that C-1 is usually near R-O and that would be the next logical step which would not be appropriate. Change is good, but this type of change in this area of Crossover Road would not be good.

No more public comment was presented.

Commissioner Hoskins asked about the property to the north that was rezoned last year.

Garner discussed the property to the north was a very different situation. He described the state taking a large portion of this property making it not viable with a single family residence. Staff agreed with the applicant that because of the close proximity the state highway close to his house, it would be more viable and appropriate to allow a small office use.

Commissioner Hoskins discussed the limited intensity on that property to the north because of the small triangular shape. This is a different situation than the proposed property that is quite a bit bigger and would allow more development.

Commissioner Winston asked about the Bill of Assurance and about a worst case scenario development.

Garner discussed the applicant's Bill of Assurance limiting the use, the roof height, could potentially be a three-story office building with a pitched roof.

Commissioner Winston asked about the median affecting the use of the property.

Garner discussed that with the improvements to Crossover Road including a median, left turn in or out would not be permitted. Safe access would not be an issue and the road is capable of supporting the traffic. It is a land use plan and compatibility issue from staff's perspective.

Commissioner Winston asked about the median being set in stone, or could it be modified.

Garner indicated that it was set as-is.

Kit Williams, City Attorney, discussed that the City asked the state whether or not they would be willing to look at a change for a new street coming in and the state said 'no'.

Commissioner Cook pointed out that Residential Neighborhood Areas in the Future Land Use Plan does speak about residential, but also encourages non-residential uses along corridors and connecting corridors. He asked for staff's opinion.

Garner responded discussed that the intent it not to segregate residential from non-residential. The big picture of City Plan 2030 it is provide complete communities, where people are not isolated from non-residential. Staff's concern was more looking along the corridor and the opinion that this stretch of Crossover Road was more appropriate for residential land uses.

Commissioner Hoskins asked about utilizing other form-based zoning districts such as Community Services.

Garner discussed potential issues with Community Services because it would allow much more intensive uses and multi-family apartments.

Commissioner Hoskins about other less intensive zoning districts.

Garner discussed the Neighborhood Services zoning district would permit non-residential uses in structures of up to 3,000 square feet, which would be a step below R-O zoning.

Commissioner Hoskins asked the applicant about utilizing the Neighborhood Services zoning district.

Ben Israel, applicant, indicated that 'no' he hadn't considered other zoning districts. He asked what assurances Commissioner Hoskins would want to get the zoning approved. He discussed that the property owners offered these to make the neighbors happy. I think it is an excellent area for a stand-alone office, such as a 3,000 square foot dental office. There is no where else out there to accommodate that in this area of the city.

Commissioner Winston discussed that he felt comfortable with the proposed rezoning with the Bill of Assurance and felt that it met the goals of City Plan 2030.

Motion:

Commissioner Winston made a motion to forward **RZN 13-4410** to the City Council with a recommendation for approval, **Commissioner Bunch** seconded the motion. **Upon roll call the motion passed with a vote of 6-1-1 (Commissioner Honchell voted 'no' and Commissioner Chesser abstained).**

Fayetteville
ARKANSAS

PC Meeting of July 8, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

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

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Andrew Garner, Senior Planner
Matt Casey, Assistant City Engineer
THRU: Jeremy Pate, Development Services Director
DATE: ~~July 1, 2013~~ *Updated July 9, 2013*

RZN 13-4410: Rezone (2468 N. CROSSOVER RD./LYNNWOOD ESTATES, 294): Submitted by BEN ISRAEL for property located at 2468 NORTH CROSSOVER ROAD. The property is zoned RSF-2, RESIDENTIAL SINGLE-FAMILY, 2 UNITS PER ACRE and contains approximately 4.66 acres, subject to a Bill of Assurance. The request is to rezone the property to R-O, RESIDENTIAL OFFICE. Planner: Andrew Garner

BACKGROUND:

The subject property is located at 2468 Crossover Road and contains approximately 4.66 acres with a single family residence and five undeveloped single family lots that were platted in 2006 with the Lynwood Estates Final Plat. Surrounding land uses are shown in Table 1.

Table 1: Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family/ two-family residential	R-O, Residential Office
South	Single family residential	R-A, Residential Agricultural
East	Rural residential	RSF-4, Residential Single Family Four Units Per Acre; R-A, Residential Agricultural
West	Single-family residential; church	R-PZD, Hickory Park; P-1, Institutional

Proposal: The applicant has submitted an application to rezone the property from RSF-2 to R-O, Residential Office. The applicant has offered a Bill of Assurance with the rezoning with several restrictions that would apply to the property if it is rezoned to R-O. A copy of the Bill of Assurance is attached to the staff report addressing issues such as land use, building size and appearance, noise, and landscaping.

Public Comment: Staff has not received public comment.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: July 8, 2013	☐ **Tabled**	☐ **Forwarded**	☐ **Denied**
Motion: Winston	**Second: Bunch**	**Vote: 6-1-0 (Honchell voted 'no')**	
CITY COUNCIL ACTION:		**Required**	**YES**
		☐ **Approved**	☐ **Denied**
Date:			

RECOMMENDATION:

Staff has concerns that this rezoning to R-O, Residential Office would be incompatible with the surrounding, primarily single family land uses, and would potentially conflict with City Plan 2030. The rezoning would start to compromise the primarily residential nature of Crossover Road, when the Future Land Use Plan map concentrates the more intense, non-residential uses at the busier intersections of Mission, Joyce, Zion, and Huntsville, not at the subject property. Staff recommends denial of **RZN 13-4410** based on findings stated herein.

INFRASTRUCTURE:

Streets: The site has access to Crossover Rd. Crossover Rd. is a 3-lane state highway in this location. The AHTD is improving this highway to a 4-lane boulevard section.

Water: Public water is available to the property. There is a 12" public main located along the east side of Crossover Rd. adjacent to this property. Public water main improvements may need to be extended through the property to provide domestic and fire flow for any proposed development.

Sewer: Sanitary sewer is available to the site. There is an 8" public main located along the east side of Crossover Rd. adjacent to this property. Public mains may need to be extended through the property to serve any proposed development. The capacity of the existing mains may need to be evaluated with any proposed development.

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 Zone.

Police: The Fayetteville Police Department has not objected to this request.

Fire: This property would be protected by Fire Engine 5 which is one mile from the station with an anticipated response time of two minutes. The Fire Department has not objected to this request

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2025 Future Land Use Plan designates this site as* ***Residential Neighborhood Area,*** *which is almost exclusively residential in*

nature, but incorporates low-intensity non-residential uses primarily at corner location and along connecting corridors.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **The proposed rezoning is not consistent with current land use planning objectives and policies. The property is designated Residential Neighborhood Area on the Future Land Use Plan and is currently zoned RSF-2. The current zoning designation is compatible with the Future Land Use plan. The Future Land Use Plan designates the majority of the Crossover Road corridor as residential, with the more intense and non-residential uses at the busy intersections of Huntsville Road, Mission Boulevard, and Joyce Boulevard and Zion Road. The proposed R-O zoning would introduce a primarily non-residential zoning in the midst of a residential area on this corridor. The types of uses permitted under R-O may not be compatible with the surrounding residential uses and residential character of this stretch of Crossover Road.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The property is zoned RSF-2 and platted for low density single family residential dwellings. The existing zoning is an acceptable zoning that is consistent with the large-lot residential development pattern along much of Crossover Road. There is not adequate justification to rezone this property to R-O at this time.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **It is expected that a rezoning from RSF-2 to R-O could create an increase in traffic compared with that allowed under the existing zoning. The property is adjacent to a Principal Arterial street, State Highway 265/Crossover Road. This road carries high volume and high speed traffic. Development of the property for an office or other nonresidential use permitted under R-O will result in an increase in traffic to this site. Access to and from this site shall be reviewed at the time of development in compliance with the City's Access Management Ordinance to ensure that it will not create or compound a dangerous traffic condition. Access would likely be restricted to one or two access points in compliance with City ordinance. The improvements to Crossover Road would place a median directly in front of this property which would limit this property to right-in, right-out only turning movements. This would reduce potentially**

dangerous left turning movements into or out of the property. The increase in turning movements to an office development will increase 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: **The proposed zoning would not substantially alter the population density in the area. The property is developed for two single family residences. Rezoning the property R-O, with the applicant's Bill of Assurance will allow the development of a single family or office use only. Under the proposed zoning the property could be further subdivided into 60-wide lots resulting in a slight increase in density. Increased load on public services were taken into consideration and recommendations from Engineering, Fire, and Police Departments are included in this report. Staff does not anticipate any adverse impacts to provision of public services that would result from 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;

Finding: **It is practical to use the land for the permitted under the existing zoning.**

   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: **There are not extenuating circumstances that justify the rezoning.**

161.06 District RSF-2, Residential Single-Family – Two Units Per Acre

(A) *Purpose.* To provide a single-family dwelling transition zone between single-family neighborhoods that have developed with larger lot sizes (one acre and over) and areas that have developed with smaller lot sizes (8,000 sq. ft.), and 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.*

(C) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(D) 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 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(E) Density.

Units per acre	2

(F) *Bulk and area regulations.*

Lot width minimum	100 ft.
Lot area minimum	17,860 Sq. Ft.
Land area per dwelling unit	17,860 Sq. Ft.

(G) *Setback requirements.*

Front	Side	Rear
30 ft.	15 ft.	30 ft.

(H) *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).

(I) *Building area.* None.

(Code 1991, §160.045; 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. 5462, 12-6-11)

161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 25	Offices, studios, and related services

(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 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies

(C) *Density.*

Units per acre	24 or less

(D) *Bulk and area regulations.*
(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses: Development Individual lot	 10,000 sq. ft. 2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.

Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments: No bedroom One bedroom Two or more bedrooms	 1,000 sq. ft. 1,000 sq. ft. 1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback regulations.*

Front	**15 ft.**
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Building height regulations.*

Building Height Maximum	60 ft.

Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10)

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 6/17/13

Subject: RZN 13-4410

This document is in response to the request for comments on proposed RZN 13-4410 (2468 N. Crossover Road / Lynnwood Estates): submitted by Ben Israel, for property located at 2468 N. Crossover Road.

It is the opinion of the Fayetteville Police Department that this RZN (13-4410), will not substantially alter the population density. This RZN will not create an appreciable or undesirable increase in the load on police services and will not create an appreciable increase in traffic danger and congestion.

Required Information for Application to the City of Fayetteville Re-Zoning Requirements

The property is currently owned by Jerry W. Jones and Lynn B. Rogers. There are currently 6 Lots zoned RSF-2 in Lynnwood Estates.

With the widening of Highway 265 (Crossover Rd.) the owners decided to re-zone their property to R-O since it is the highest and best use of the property. It will also be the most acceptable and should be welcomed by adjacent property owners and the overall neighborhood. R-O tends to be less noisy with little if any activity before 8:00 AM and after 6:00 PM and mostly closed on the weekend.

The property adjacent to and north of these lots was re-zoned to R-O over the past three years. Directly across the street is a large parcel owned by St. John's Lutheran Church.

There are no pending sales but owner desires to sell the property for residential or office construction. Limitations will be placed on the property as to the architectural approval by the current owners of any and all plans including lighting, materials, height of structure, usage and landscaping. In addition, there will be certain uses that will be banned by covenants of the six (6) lots.

There is not an abundance of R-O zoning within a reasonable distance of the subject property. It is a beautiful setting for physicians, psychologist, other medical professionals, etc.

Residential-Office Zoning should create the lowest concentration of increased traffic. Since the widening of Crossover Rd. is being completed there should be less congestion of traffic instead of increasing traffic congestion or flow.

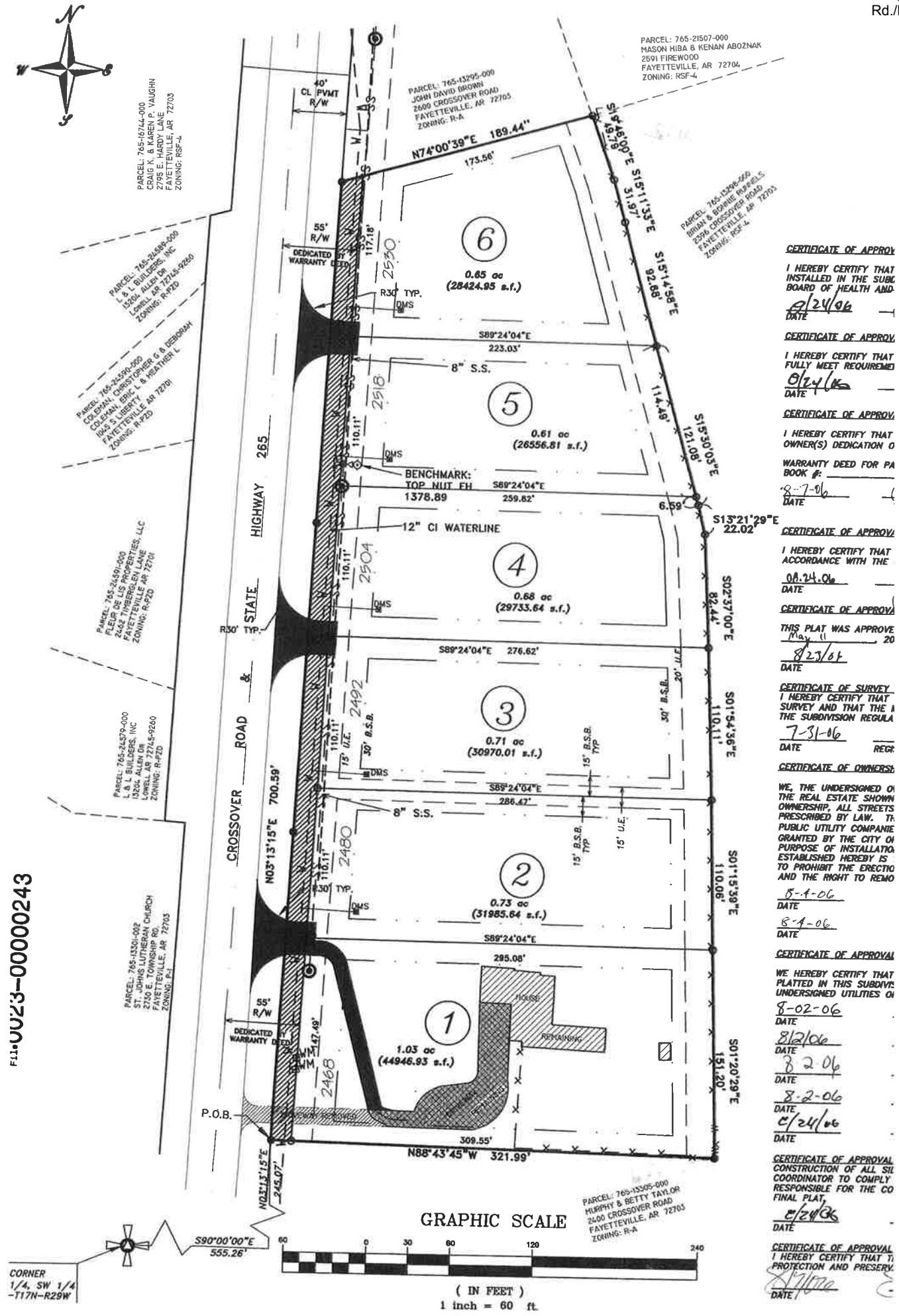
Schools and other services should not be affected by the approval of this tract to R-O

All utilities are at the site with very minor increases caused by these six (6) lots if zoned R-O.

Services for water seems to be supplied by a 24" to 42" main line

Services for Sewer seems to be supplied by a 16" to 32" line

Since R-O allows for office use there is an expectation by the current owners of increased equity realization out of the sale of the property.



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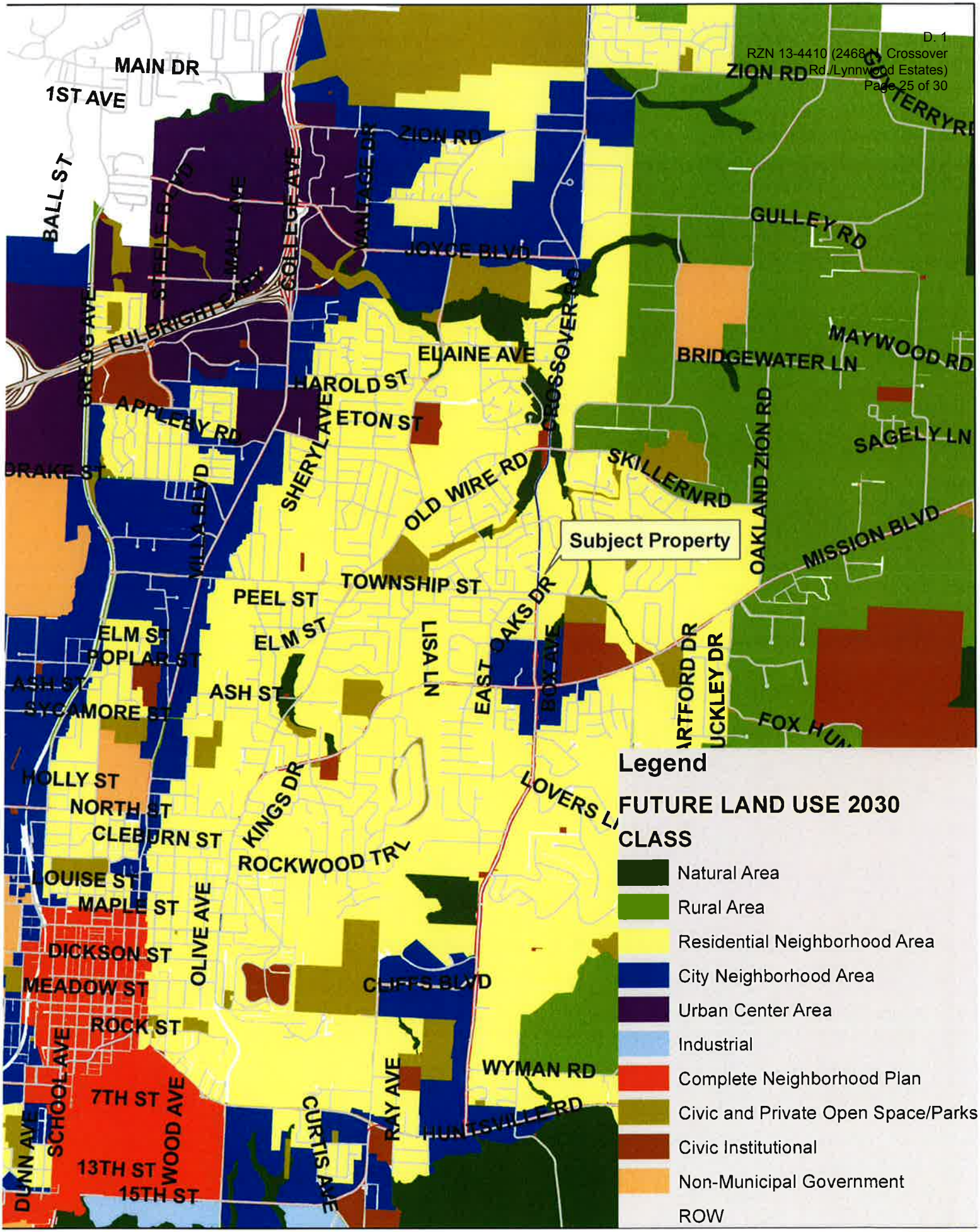


Future Land Use Plan

0 875 1,750 3,500 5,250 7,000 Feet

NORTH

RZN13-4410

Current Land Use

LYNNWOOD ESTATES

Overview

RZN13-4410

Footprints 2010

Hillside-Hilltop Overlay District

Design Overlay District

Design Overlay District

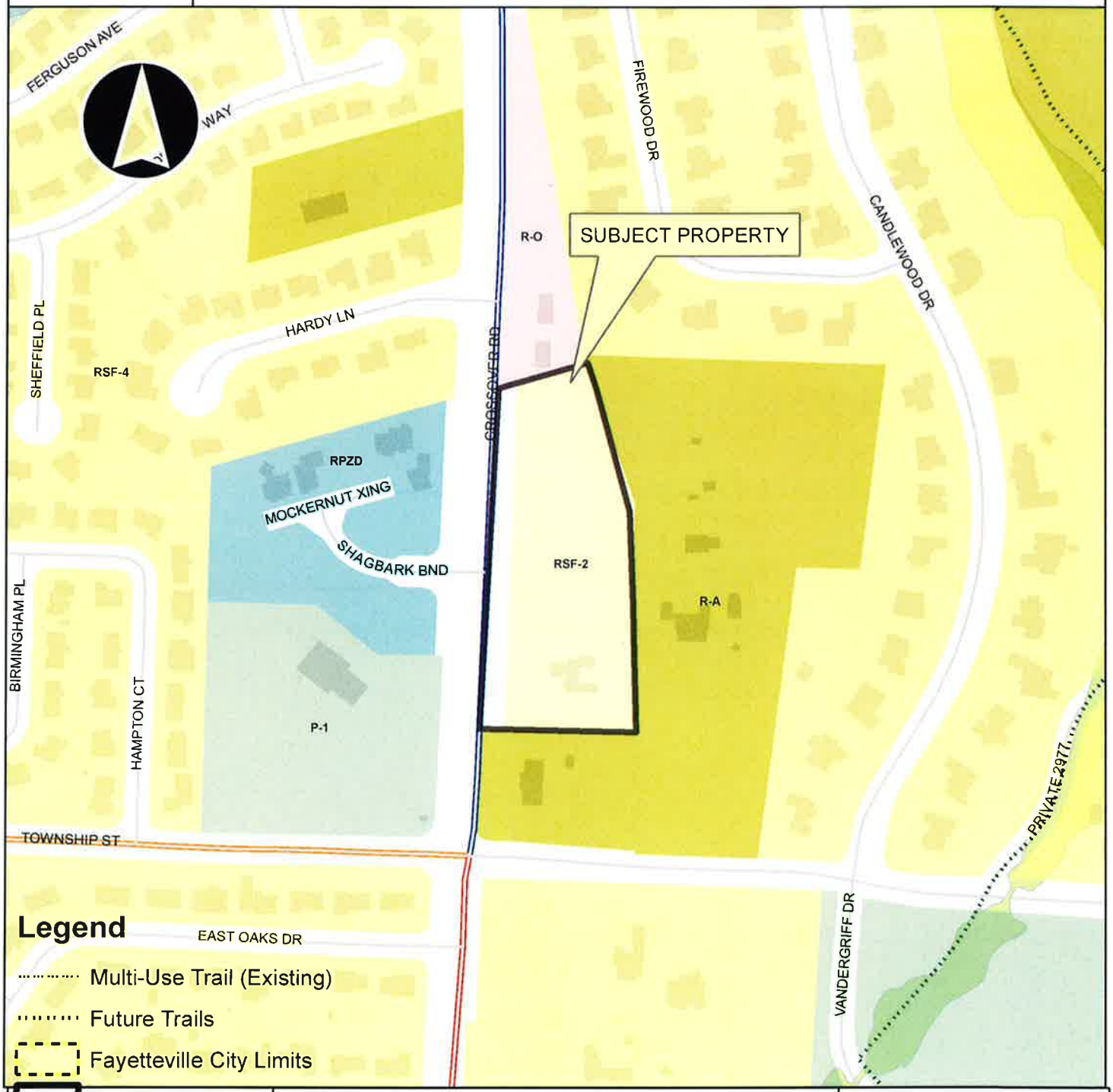
Planning Area

0 150 300 600 900 1,200 Feet

RZN13-4410

Close Up View

LYNNWOOD ESTATES



Legend

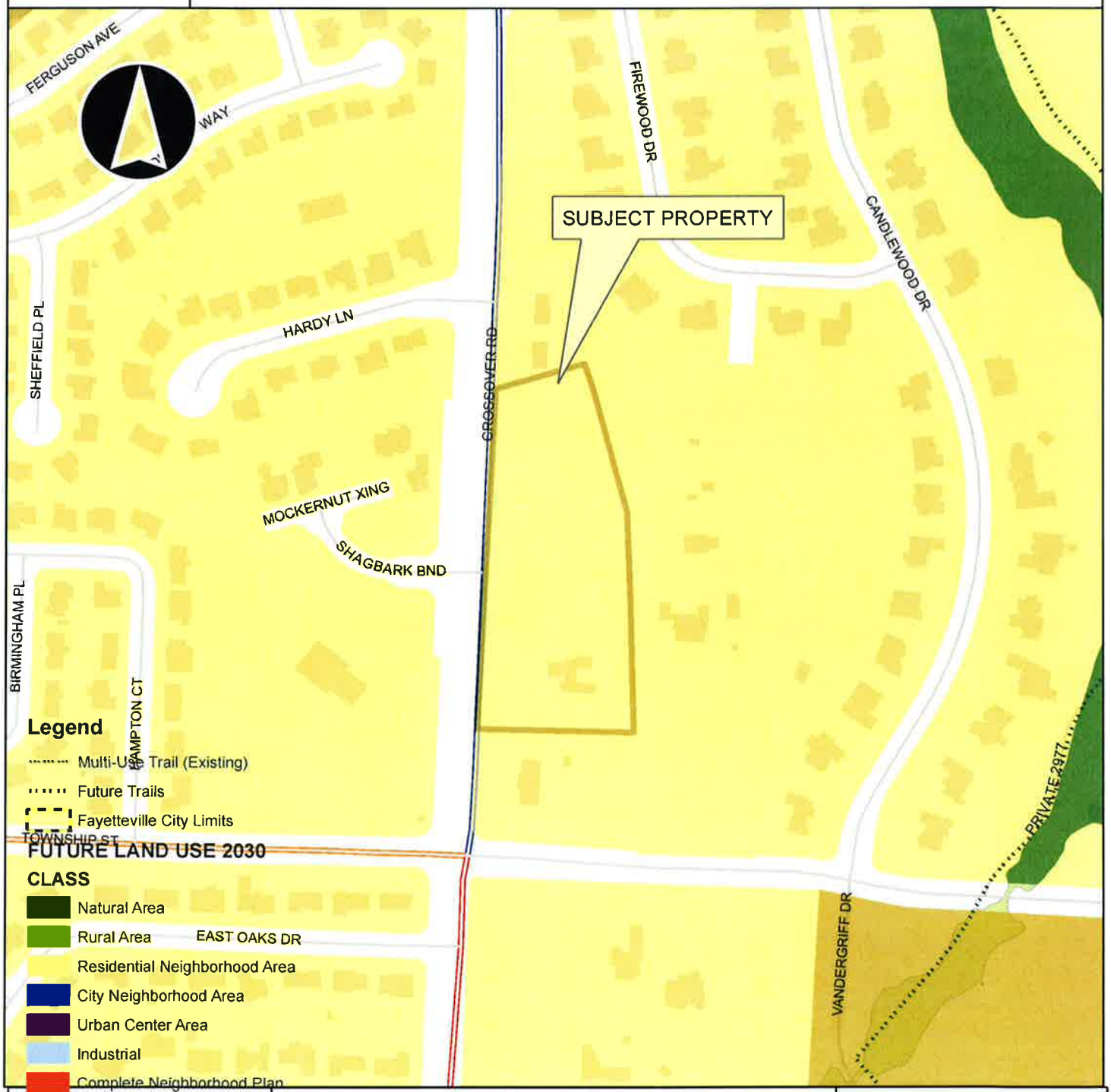
- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits
- Overview RZN13-4410
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 150 300 600 900 1,200 Feet

RZN13-4410

Future Land Use

LYNNWOOD ESTATES



Legend

- Multi-Use Trail (Existing)
- Future Trails
- Fayetteville City Limits

FUTURE LAND USE 2030

CLASS

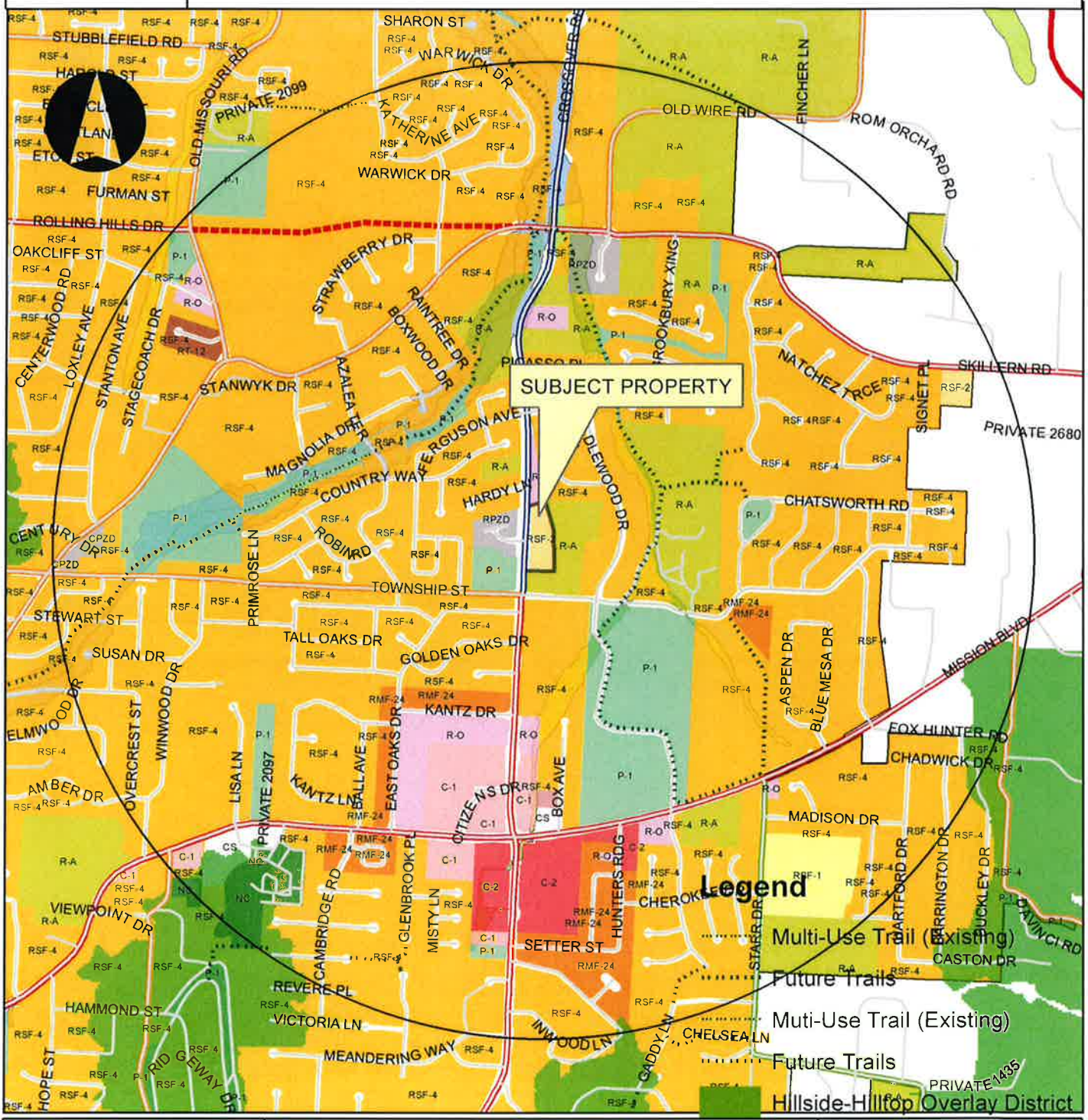
- Natural Area
- Rural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Urban Center Area
- Industrial
- Complete Neighborhood Plan
- Civic and Private Open Space/Parks
- Civic Institutional
- Non-Municipal Government
- ROW
- RZN13-4410
- Design Overlay District
- Design Overlay District
- Planning Area

0 175 350 700 1,050 1,400 Feet

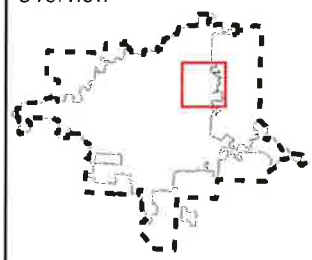
RZN13-4410

One Mile View

LYNNWOOD ESTATES



Overview



Legend

Subject Property

RZN13-4410

Boundary

RZN13-4410

Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5 1 Miles

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Quin Thompson	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

ADM 13-4408: (BICYCLE PARKING CODE AMENDMENTS): Submitted by CITY PLANNING STAFF. The request is to amend Chapter 172 to revise the bicycle rack location requirements and review.

Cost of this request	$ - Category / Project Budget	Program Category / Project Name
Account Number	$ - Funds Used to Date	Program / Project Category Name
Project Number	$ - Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 07.09.2013

City Attorney — Date: 7-11-13

Finance and Internal Services Director — Date: 7-11-2013

Chief of Staff — Date: 7-15-13

Mayor — Date: 7/16/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-10-13 A10:28 RCVD

Received in Mayor's Office ENTERED 7/11/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director

Date: June 27, 2013

Subject: ADM 13-4408: UDC Amendment: Bicycle Parking Requirements

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance to amend Chapter 172: PARKING AND LOADING of the Fayetteville Unified Developement Code to add flexibility to staff review of bicycle parking rack location requirements and to reduce minimum separation requirements between racks and fire apparatus.

BACKGROUND

Sustainability and Planning staff have been working to increase the amount of bicycle parking in downtown Fayetteville after being approached by two groups of business owners who identified a lack of adequate parking for customers and employees. Working in conjunction with the Transportation Department, Sustainability and Strategic Planning staff has overseen the installation of approximately 19 new racks around and near the Fayetteville Square. An additional 23 bicycle racks are planned for future installation on Dickson and Spring streets.

While scouting locations, a large area of open sidewalk was identified on the corner of Block and Meadow Streets that was be planned for bicycle parking when improvements were made to Block Street. A fire hydrant location was changed in the field, thereby making the planned location inappropriate according to the Unified Development Code (UDC) being amended here.

The UDC calls for a minimum clearance of 15 feet between fire hydrants and bicycle parking racks.

This case is specific but it has the potential to benefit additional sites in the future, especially on Dickson Street where it can be difficult to meet all the code requirements relating to bicycle rack location.

The City Engineering Department and the Fire Marshal have reviewed the proposed changes and their comments are reflected in the proposed ordinance amendments.

The following is a list of the changes proposed:

Chapter 172: Parking and Loading. Specifically, 172.10 Bicycle Parking Rack Requirements

- Add language allowing the review of bicycle parking rack locations by staff designated by the City Engineer.
- Reduce minimum separation between fire hydrants and bicycle parking racks from 15'0" to 6'-0" measured from the edge of fire hydrants.
- Add language requiring minimum separation between fire department connections (FDC) and bicycle parking racks from 15'0" to 6'-0"

DISCUSSION

These amendments were heard at the June 18, 2013 Planning Commission meeting, at which the Planning Commission voted 9-0-0 in favor of a recommendation of approval for ADM 13-4408.

BUDGET IMPACT

None.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 172.10 **BICYCLE PARKING RACK REQUIREMENTS (D)(2)(e)** TO REDUCE THE MINIMUM CLEARANCE TO A FIRE HYDRANT FROM 15 FEET TO 6 FEET

WHEREAS, in response to requests from business owners in downtown Fayetteville for increases bicycle parking, the Development Services Department after consultation with the Fayetteville Fire Marshall recommends amending § 172.10 (D)(2)(e) to reduce the required separation distance of a bicycle rack to a fire hydrant from 15 feet to 6 feet.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.10 (D)(2)(e) of the Unified Development Code by repealing this subsection in its entirety and enacting a replacement subsection as follows:

"172.10 (D)(2)(e) Bicycle parking racks shall have a six foot (6') minimum clearance from the edge of fire hydrants."

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

TITLE XV UNIFIED DEVELOPMENT CODE CHAPTER 172: PARKING AND LOADING

172.10 Bicycle Parking Rack Requirements

(A) *Applicability.* All new construction or expansions requiring five (5) or more off-street automobile parking spaces shall provide bicycle parking as required by this chapter. Any property owner required to have bicycle parking may elect to establish a shared bicycle parking facility with any other property owner within the same block to meet the combined requirements.

(B) *Definition.* A bicycle rack is a fixture designed to park bicycles that can be secured with a standard u-shaped bicycle lock. Each bicycle parking rack holds two bicycles.

(C) *Number of Bicycle Racks Required.* The minimum number of bicycle parking racks required is determined by the number of parking spaces required for the type of land use. Alternative rack designs may be approved by the Planning Division so long as they have the bicycle capacity storage equivalent to total number of standard bicycle racks required. The following standards shall determine the number of bicycle racks required based on the number of automobile parking spaces in the development:

(1) *Non-residential Development.* Non-residential development shall provide one (1) bicycle parking rack per twenty (20) automobile parking spaces. At a minimum the development shall provide one (1) bike rack.

(2) *Residential Development.* Residential development shall provide (1) bicycle rack per thirty (30) dwelling units. At a minimum the development shall provide one (1) bike rack.

(D) *Bicycle Rack Site Design.* Careful consideration should be given to the layout and location of bicycle racks. For optimal functionality the following standards shall apply in determining the layout and position of bicycle racks:

(1) *Spacing between bicycle racks.* Each bicycle parking space shall have 36" of clear space, paved or unpaved, beside the rack allowing each rack to support two bicycles. The 36" dimension may overlap another bicycle parking space such that racks positioned in a parallel row may be 36" on center. The minimum length dimension required is 8' free and clear (See: Figure 1).

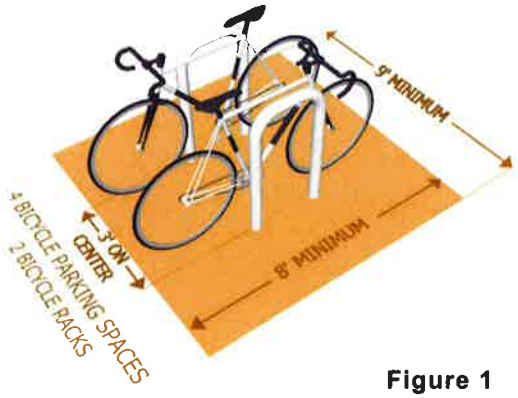


Figure 1

(2) *Location of Bicycle Parking Racks.* Bicycle racks should be located in areas where they are useful to the bicyclist while not impeding access. The following standards shall apply when determining the location of bicycle racks:

(a) Bicycle parking racks should be located within 50 feet of a public entry. In locations that have multiple entrances, such as shopping areas, bicycle parking racks should be distributed near all major points of public entry.

(b) Bicycle parking facilities should have adequate lighting for the operation of combination and key locks at night and to minimize theft.

(c) Bicycle parking racks should be positioned so that no pedestrian traffic is impeded.

(d) Bicycle parking racks should not be located within bus stops, loading zones, or other curb space where on-street parking is permitted unless approved by the City Engineer or City Engineer's designee.

(e) Bicycle parking racks shall have a ~~15'-0"~~ 6'-0" minimum clearance from the edge of fire hydrants.

(f) Bicycle parking racks should have a 4' 0" clearance from existing street furniture, including mailboxes and light poles.

(g) Bicycle parking rack location shall not interfere with ADA standards.

(E) *Bicycle Rack Specifications.* The Planning Division has pre-approved the standard inverted u-shaped bicycle rack (see figure 1). Applicants may also request an alternative design with Planning Division approval (see examples in figure 2). All bicycle racks shall be designed so that they support a bicycle at two points on the bicycle frame and such that the bicycle may be securely locked with a u-shaped bicycle lock (See figure 3).

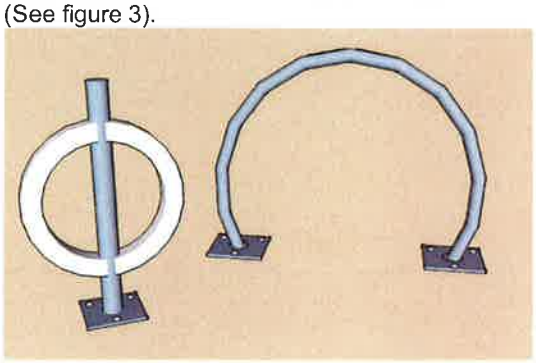


Figure 2

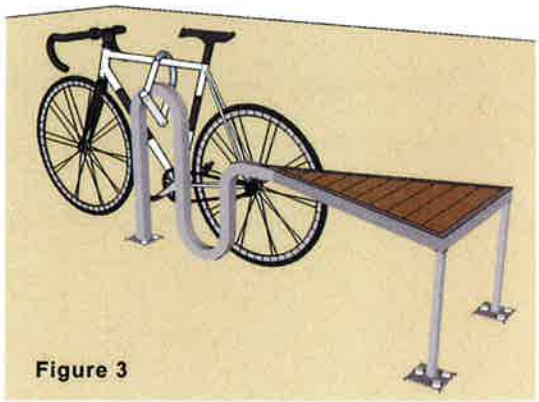


Figure 3

(F) *Materials.* Racks are to be constructed of 1½ inch, Schedule 40 steel pipe (1.90" x 0.145" wall).

(G) *Finishes.* Unless the pipe material is stainless steel, the pipe shall have PVC coating, powdercoat finish or hot-dipped galvanized finish applied after the flange has been welded in place (Surface Mount Method) or the anchoring cross bar/supports have been fitted (Embedment Method).

(H) *Anchoring.* Bicycle racks shall be anchored with one of the following methods:

(1) *Embedded in concrete.* The rack legs shall extend a minimum of 9" into a concrete footing with an anchoring crossbar mounted 3 inches above the base.

(2) *Surface flange mount.* A pre-drilled, steel flange, minimum 8 inch square, shall be welded to the bottom of each leg before final finish is applied. The flange shall have a minimum of three bolt holes. Each bolt hole shall accept a ½ inch diameter steel bolt.

(3) *Alternative anchoring methods.* Alternative methods of anchoring bicycle racks may be permitted with approval of the City Engineer.

(Ord. No. 4293, 2-20-01; Ord. 5297, 12-15-09; Ord. 5482, 2-7-12)

Fayetteville
ARKANSAS

PC Meeting of June 24, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS
PLANNING DIVISION CORRESPONDENCE

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

TO: Fayetteville Planning Commission
FROM: Quin Thompson, Current Planner
THRU: Jeremy Pate, Development Services Director
DATE: ~~June 18, 2013~~ UPDATED JUNE 27, 2013

ADM 13-4408: (BICYCLE PARKING CODE AMENDMENTS): Submitted by CITY PLANNING STAFF. The request is to amend Chapter 172 to revise the bicycle rack location requirements and review.

Planning Staff

BACKGROUND

172.10(D)(2)(d) states that bicycle parking racks should not be located within bus stops, loading zones, or other curb space where on-street parking is permitted unless approved by the City Engineer. In practice, all bicycle parking is reviewed by the planning division and the Sidewalk Administrator (Engineering Division) for compliance with all relevant codes. The proposed change would formalize this arrangement, allowing the City Engineer to delegate review of proposed bicycle parking to his designee.

In addition, the Fayetteville Unified Development Code Section 172.10(D)(2)(e) requires a minimum clearance of 15'-0" from the edge of fire hydrants. The 2007 Arkansas Fire Prevention Code requires a 3'-0" clear space around the circumference of all fire hydrants (Section 508.5.5). Staff feels that the UDC requirement is unnecessarily restrictive, and proposes that the minimum clearance be reduced to 6'-0". The additional 3'-0" requirement over and above the minimum clearance required by the 2007 Arkansas Fire Prevention Code provides additional clearance for bicycles.

PROPOSAL

The proposed code amendment under UDC Chapter 172.10 (D)(2)(d) requires review of bicycle parking rack locations by the City Engineer or his designee.

The proposed code amendments change the City's minimum clearance requirement surrounding fire hydrants under UDC Chapter 172.10 (D)(2)(e) from 15'-0" to 6'-0". Language creating minimum clearance around fire department connections (FDC) has also been added.

The proposed code changes are shown in ~~strikeout~~ and highlight/underline in the attached document. The phrase "Subdivision Regulations" has been added to clarify the overall regulations for subdivisions outside the City limits.

RECOMMENDATION

Staff recommends that the Planning Commission forward **ADM 13-4408** to the City Council with a recommendation for approval.

Planning Commission Action: **X Forwarded** **☐ Denied** **☐ Tabled**
Motion: Pennington
Second: Winston
Vote: 8-0-0
Meeting Date: **June 24, 2013**

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Peter Nierengarten		Sustainability and Strategic Planning
Submitted By	**Division**	**Department**

Action Required:

Staff requests approval of an amendment to Section 72.58: Off-Street Parking Facilities; Rules and Rates of the Code of Fayetteville by enacting a new subsection that will regulate an Electric Vehicle (EV) Parking Space in the City parking lot across from City Hall.

N/A	N/A	N/A
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	N/A	N/A
Account Number	Funds Used to Date	Program / Project Category Name
N/A	N/A	N/A
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 7/16/13

City Attorney — Date: 7/19/13

Finance and Internal Services Director — Date: 7-19-2013

Chief of Staff — Date: 7-19-13

Mayor — Date: 7/22/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-19-13 P12:34 RCV

Received in Mayor's Office ENTERED 7/19/13

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff

Cc: Sharon Waters, Parking Division Manager

From: Peter Nierengarten, Director of Sustainability and Strategic Planning PN

Date: July 16, 2013

Subject: **Electric Vehicle Charging Station**

RECOMMENDATION:

Staff requests approval of an amendment to Section 72.58: Off-Street Parking Facilities; Rules and Rates of the Code of Fayetteville by enacting a new subsection that will regulate an Electric Vehicle (EV) Parking Space in the City parking lot across from City Hall.

BACKGROUND:

The City recently installed an electric vehicle charging station near the Fayetteville Square in the newly improved City parking lot across Mountain St. from City Hall (behind the old KNWA Building). This level 2 charging station was generously donated by Ozarks Electric Cooperative. The City of Fayetteville used grant funds to pay for the installation and is responsible for the monthly electricity usage. One parking space adjacent to the charging station will be reserved for charging electric vehicles only. Other adjacent spaces will be available for charging but not reserved for electric vehicles only. Electric vehicles will be required to pay for parking similar to all non-electric vehicles.

DISCUSSION:

The EV charging station that has been installed will service three parking spaces and staff proposes that one of these spaces is posted with signage that reserves it for use by electric vehicles only. This ordinance change will allow the Parking Management Division to enforce the parking of electric vehicles only in the designated space.

BUDGET IMPACT:

None

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 72.58 **OFF-STREET PARKING FACILITIES; RULES AND RATES** BY ENACTING A NEW SUBSECTION (N) ELECTRIC VEHICLE CHARGING STATION

WHEREAS, the City of Fayetteville desires to promote the use of electric vehicles in Fayetteville by establishing an Electric Vehicle Charge Station parking space in Lot 1 (the public parking lot between Mountain and Center and east of Church Avenue).

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 72.58 **Off-Street Parking Facilities; Rules and Rates** of the Code of Fayetteville by enacting a new subsection (N) as follows:

> "(N) *Electric Vehicle Charging Station.* The Parking Manager is authorized to designate an Electric Vehicle Charging Station parking space in Lot 1 to prohibit all non-electric vehicles from parking in this space. The owner or operator of such electric vehicle shall only park in this space while charging the vehicle's battery and shall pay normal parking rates while parked in this space."

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

ELECTRIC
VEHICLE
PARKING
ONLY
ONLY WHILE CHARGING
MUST PAY PARKING METER
MONDAY - FRIDAY
8 AM - 6 PM

Introducing the world's first UL Listed electric vehicle charge station

SAFETY. RELIABILITY. INNOVATION. ANTICIPATION. If you're looking for the safest, most reliable and affordable EVSE charge station, then ClipperCreek is the smart choice. In fact, we're the first company in the world to meet the rigid testing standards of Underwriter's Laboratories to earn their UL listing for not one, but six of our EVSE products. So what can we do for you?

- Originally founded in 1993 — currently on 12th generation of products
- Products in the field for over 10 years
- Over 3,000 units delivered since 2009
- Exclusive manufacturer for BMW Mini and Tesla Level 2 EVSE
- Long history of working closely with industry leading Utilities and Automakers
- Smart "reclosure" technology that self-tests, resets and ensures your car will be charged

CLIPPERCREEK®
THE Electric Vehicle Charging Station

ClipperCreek.com

CS Series EVSE

OUR FLAGSHIP PRODUCT

- UL listed. Outdoor Rated (NEMA 4) enclosure.
- Reclosure: Smart software that automatically self-checks unit and resumes charging after minor fault.
- Charge Circuit Interruption Device: Ground Fault protection with fully automatic self-check feature that eliminates the need for monthly testing by user.
- Service Ground Monitor: Constantly checking for presence of proper safety ground.
- External Control Input: Allows external control from smart meter (AMI), billing or load management device.
- Cold Load Pickup: Time-delayed and randomized to allow re-energizing of unit following power outages.

PRODUCT SPECS

- Service Entrance: 208V to 240V - 30 to 100 Amps, single phase, 2 wire w/ground
- 17" W x 14" H x 6" D (430mm W x 360mm H x 150mm D) NEMA 4 Construction
- Operating Temperatures: -22 F to 122 F (-30 C to 50 C)

AVAILABLE THIS FALL

- Innovative low cost BILLING SYSTEM
- SMART GRID Enabled EVSE - tie directly into your AMI Meter

CODES, STANDARDS AND RECOMMENDED PRACTICES

UL 2202 Charging Station Safety
UL 2231 Personal Protection Device (i.e., CCID hardware)
UL 1998 Standard for Safety Related Software
UL 991 Standard for Tests for Safety-Related Controls Employing Solid-State Devices
NEC 625 Electric Vehicle Charge System
SAE-J1772 Electric Vehicle Conductive Charge Coupler
The CS line offers multiple currents that enable you to charge at the highest rate possible, so that vehicles are always fully charged.

Model	CS-100	CS-90	CS-80	CS-70	CS-60	CS-50	CS-40	CS-30
Circuit Breaker Rating, Amps	100	90	80	70	60	50	40	30
Continuous Current, Amps	80	72	64	56	48	40	32	24

QUESTION?
Call 530-887-1674 or Information@ClipperCreek.net

CLIPPERCREEK®
THE Electric Vehicle Charging Station
ClipperCreek.com

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/6/2013
City Council Meeting Date
Agenda Items Only

Don Marr		Chief of Staff/ Mayor's Office
Submitted By	**Division**	**Department**

Action Required:

Approval of Contract and Budget Adjustment with Everbridge for Emergency Notification contract services (RFP13-07) for the City of Fayetteville.

$ 32,000.00	NA	Emergency Notification
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 7/19/13

City Attorney — Date: 7-22-13

Finance and Internal Services Director — Date: 7-23-2013

Chief of Staff — Date: 7-23-13

Mayor — Date: 7/22/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 07-19-13 P04:38

Received in Mayor's Office ENTERED 7/22/13

Comments:

City Council Meeting Date:
8/6/2013

City Council Agenda Memo

To: Mayor and Members of the City Council

From: Don Marr, Chief of Staff

Thru: Mayor Jordan

Date: 7/19/2013

Subject: RFP 13-07 Emergency notification Services for the City of Fayetteville

Recommendation:

The RFP 13-07 Selection Committee recommends that the City of Fayetteville, AR contract with Everbridge for mass emergency notification services city-wide

Background:
The City of Fayetteville has evaluated numerous mass emergency notification systems over the past 2 years, and at the direction of Washington County Emergency Management, and in alignment with the City of Fayetteville's emergency management plan, the City selected a RFP Selection Committee to evaluate services and make a recommendation for contract to the full City Council.

The City currently utilizes GovDelivery, as a notification system, however, it does not have polygon technology, so notifications must go to all citizens, rather than only those citizens impacted by the events occurring (such as road closures for flooding) and those citizens within the path of a pending storm. The current notification system is manual, and requires monitoring and posting by the system administrators and/or dispatch, while many of the new systems have automatic weather notification capabilities.

Additionally the City Emergency Management Team wanted to improve our city's notification capabilities via text utilizing SMS technology rather than STMP technology. SMS technology does not have character limitations so truncated messages are not done which is important in major event mass notifications. We believe that texting notification capabilities is important due to our University environment, and the high use of texting in our community. Lastly, we felt it was important to have an application that provided a smart phone application for those individuals traveling within and out of our city due to the number of travelers who come to our community or for citizens who reside within the City who may be traveling across town during a significant weather event. The RFP selection committee believed in all of these areas Everbridge was the superior product. Lastly, we felt it was important for the City of Fayetteville to own the enrollment data input into the system. Should in the future the City of Fayetteville decide to change providers, the City would retain the enrollment information and not lose the date or the investment in marketing and promotion efforts which were utilized to gain registered subscribers to the notification system application. Everbridge was the finalist who allowed the City to retain ownership of the data. Details of the product are attached, and Everbridge provided a long list of customers many of who are governmental entities.

Budget Impact:

The cost of the service is $28,051.21 plus any applicable taxes and reimbursable travel expenses for training and implementation. A budget adjustment is attached for $32,000 to full implement this emergency mass notification system.

RESOLUTION NO. _____

A RESOLUTION AWARDING RFP #13-07 AND APPROVING A CONTRACT WITH EVERBRIDGE, INC. FOR THE PROVISION OF EMERGENCY NOTIFICATION SERVICES, AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $32,000.00

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 #13-07 and approves a contract with Everbridge, Inc. for the provision of emergency notification services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $32,000.00, a copy of which is attached to this Resolution as Exhibit "A".

PASSED and **APPROVED** this 6th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Chief of Staff Department: Chief of Staff	Request Date	Adjustment Number
2013		7/19/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

$32,000 for the a implementation of an Emergency Notification System. The funding for this adjustment includes initial startup costs and the maintenance fees for 2013.

Division Head	Date	Prepared By:	Kevin C Springer
Budget Director	Date	Reference:	
		Budget & Research Use Only	
Department Director	Date	Type: A B C D E P	
Finance Director	7-22-2013 Date	General Ledger Date	
Chief of Staff	7-23-13 Date	Posted to General Ledger	Initial / Date
Mayor	7/22/13 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT		32,000	32,000	
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Project.Sub Number
Contract Services	1010.0700.5315.00	32,000	-	.
Use of Fund Balance	1010.0001.4999.99	-	32,000	.
		-	-	.

EXHIBIT
A

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and City of Fayetteville, Arkansas (**"Customer"**), effective on the date of Customer's signature below (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a **"Contact"**) purchased by Customer as set forth in the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge's income.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. Customer shall in its discretion authorize certain of its employees and contractors (**"User(s)"**) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. "Users" shall not be construed to include citizens of Customer or others who are merely receiving notifications or communications pursuant to the Service. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. **"Customer Data"** is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of $1,000

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency

network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the **"Software"**) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential information does not include information subject to disclosure pursuant to any requirement of law. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

7.2 Freedom of Information Act. Customer contracts and documents prepared while performing Customer contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the Customer, Customer 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. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 Intentionally Deleted

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed the total amount due or to be paid by Customer to Everbridge hereunder for the entire term of this Agreement, including any term extensions. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas, without regard to its conflicts of laws rules. The state and federal courts located in Washington County, Arkansas shall have exclusive jurisdiction to adjudicate any dispute rising out of or relating to this Agreement. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and

return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. This Agreement, including its Exhibits, any Quote, and the Customer's specifications as detailed in its Request for Proposals and all submissions of Everbridge in response to Customer's Request for Proposals constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. IN CASE OF A CONFLICT BETWEEN THE TERMS OF THIS WRITING AND THE SPECIFICATIONS AS DETAILED IN CUSTOMER'S REQUEST FOR PROPOSAL OR ALL SUBMISSIONS OF EVERBRIDGE IN RESPONSE TO CUSTOMER'S REQUEST FOR PROPOSAL, THE SPECIFICATIONS OF CUSTOMER'S REQUEST FOR PROPOSAL AND ALL SUBMISSIONS OF EVERBRIDGE PURSUANT THERETO SHALL BE CONTROLLING.

11.9 Marketing. Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

EVERBRIDGE, INC.

By: _____

Print Name: Marie-Laure Leglise

Title: V.P. of Finance

Date: 7/12/13

Address:

500 N. Brand Blvd., Suite 1000

Glendale, CA 91203

For legal notice:

Attention: Legal Department

everbridge
LEGAL APPROVED
By Shannon Castellani at 5:53 pm, Jul 11, 2013

CUSTOMER: City of Fayetteville, Arkansas

_____

LIONELD JORDAN, Mayor

Attest:

_____

Sondra E. Smith, City Clerk/Treasurer

Customer's address for legal notices:

_____

_____

_____

Attn: _____

Customer's address for billing:

_____

_____

_____

Attn: _____

Email for billing: _____

Telephone number: _____

Exhibit A

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Everbridge Units" means the unit of usage expended in connection with Premium Features.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.

2. **Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.

everbridge

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00007858
Confidential
1 of 2
Exhibit B

Prepared for: Andrea Foren
City of Fayetteville, AR
100 W Rock St Ste A
Fayetteville, AR 72701-6191
(479) 575-8220
479-587-3563
aforen@ci.fayetteville.ar.us

Quotation Date: July 12, 2013
Quote Expiration Date: August 16, 2013
Rep: Chadd Steinhauser
chadd.steinhauser@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 80,000
IV Contacts up to: 80,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Interactive Visibility (IV)	Recurring	1	$5,394.46	$3,236.68
Everbridge Mass Notification (MN)	Recurring	1	$21,577.85	$21,577.85
Everbridge CMAS/WEA Notification	Recurring	1	$3,236.68	$0.00

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Total Price
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	$4,315.57	$3,236.68

PROFESSIONAL SERVICES

Service	Fee Type	Qty	Unit Price	Total Price
Instructor Led Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	$2,500.00	$0.00

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500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00007858
Confidential
2 of 2
Exhibit B

Pricing Summary:	
Year One Fees*:	$28,051.21
One-time Implementation and Set Up Fees:	$0.00
Total Year One Fees:	**$28,051.21**
Subsequent Year(s) Ongoing Annual Recurring Fees:	$28,051.21
Optional Year(s) Ongoing Annual Recurring Fees:	$28,051.21

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

Signature: _____ Date: 7/12/13

Print Name: Marie-Laure Leglise Title: V.P. of Finance

To accept this quote, sign, date and return:

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

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1 DAY Mass Notification Onsite Training*

Mass Notification Administrator Training

+ Audience: Everbridge organization Leaders and organization administrators using Mass notification
+ Prerequisites: No prerequisites
+ Duration: ½ Day

Course Outline

+ Introduction of Mass Notification
  - Everbridge URL and Logging In
  - Everbridge Roles
+ User Management
  - Creating Users
  - Assigning Roles - Account Admin, organization Admin, and Group Leader
+ Notifications
  - Overview of New Notifications
  - Notifications Templates
  - Notifications Templates
  - Active Broadcast/Historical Reporting
+ Contacts
  - Creating Contacts Manually
  - Creating Groups Manually
  - Creating Rules That Are Used When Sending A Notification
  - Using An Upload File
+ Settings
  - Organization Settings
  - Broadcast Settings
  - Contact And Group Settings
  - GIS Settings
+ Mobile Manager App
  - Organization Settings
  - Broadcast Settings

Mass Notification User Training

+ Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
+ Prerequisites: No prerequisites
+ Duration: ½ Day

Course Outline

+ Introduction to Mass Notification
+ Notification
  - Initiating New Notifications to Individual Contacts, Groups, and Rules
  - Active Notifications
  - Viewing the Detailed Results of an Active Notification
  - Message Templates
  - Notifications Templates
  - Scheduled Notifications
+ Universe, Initiating Notifications Using the Map
  - Defining An Address With/Without A Radius
  - Drawing A Circle or A Polygon
  - Latitude And Longitude
  - Shape Library
  - Importing or Exporting A Shape
  - Ad Hoc Reports
+ , Initiating Notifications
  - Using Contacts, Groups, or Rules
  - Viewing The Results On The Map
+ Reports
  - View an Overview of All Sent Notifications
  - Create Custom Reports

*TRAVEL EXPENSES TO BE REIMBURSED BY CLIENT

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SYSTEM INCLUSION
Confidential

Everbridge Interactive Visibility

Everbridge Interactive Visibility allows users to integrate mobile recipient feedback, external data feeds, and social media in a single communications console enabling decision makers to anticipate events and communicate efficiently with first responders, and their employees and constituents. Everbridge Interactive Visibility is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analytics. Below is a list of key system inclusions with your new Everbridge Interactive Visibility system.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via Push notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web Interface Console to Display Aggregated Information
Unlimited Administrator Access to the Everbridge System

Key Notification Features

Fully Integrated with Everbridge Mass Notification
Custom Threshold Rules and Settings

- Define Messages and Key Recipients Upon Threshold Trigger
- Visual and Automated Alerts When Threshold is Reached

Enable Recipients to Share Messages across their Organization
Receive and display images, comments and location information from contacts
Advanced Graphical Reporting
Redundant Standard Background Maps
Filter Information by Feed Type
Recipient Mobile Applications for iOS and Android Devices
Social Media Feeds Integration (up to 5 per Account)

Set-up & Implementation

Dedicated Implementation Specialist / Project Manager
Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University

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SYSTEM INCLUSION
Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage
Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access
Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
One (1) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features
Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Automatic address geo-coding for contacts
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support
Dedicated Implementation Specialist
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support
Dedicated Account Manager

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SMART® Weather Alerting

Everbridge's SMART® Weather Alerting *leverages AccuWeather's more than 100 meteorological resources to enhance and optimize severe weather alerts such as lightning, tornados, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather types are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware.*

Powered by AccuWeather, Everbridge SMART® Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery so notifications get to the right people right away.

What is SMART?

Notifications that are:

+ **Specific** – Detailed alerts, geographies and stop start times.
+ **Map-driven** – Visual weather and select targets using GIS maps and shapes.
+ **Automated** – Deliver alerts to contacts and members automatically.
+ **Rules-based** – Use rules to determine when a message should be triggered.
+ **Targeted** – Deliver the right message to the right person automatically.

Features

Everbridge Interactive Visibility and Everbridge Mass Notification become even more powerful with SMART® Weather Alerting.

Mass Notification

+ Employees, residents, and other key stakeholders are able to opt-in to receive weather alerts based on any number of addressed or locations over multiple contact paths through the Everbridge Member Portal.
+ Precise, meteorologist drawn maps to select and contact recipients in areas affected by weather.

Interactive Visibility

+ Weather alerts can be set up to send automated broadcasts to specialized team, such as emergency managers or business continuity teams.
+ Automatically send out broadcasts to all affected recipients in an impact area for highly time sensitive alerts, such as tornado warnings.

Benefits

+ Access to more than 100 different types of the most accurate and location specific weather and severe weather alerts.
+ Timely, accurate weather warnings.
+ Only recipients in affected locations will be contacted when weather affects their area,
+ Unparalleled weather warning insight.
+ Alert delivery follows Everbridge's philosophy of "target the individual, not the device" – and escalates alerts through a number of contact paths, including mobile, until the recipient confirms receipt.
+ Improved ability to protect and serve your constituents.
+ Quickly put location based warnings in the right hands, in real-time, enabling more informed decisions.
+ Reduced time to notification, improving each individual's ability to take necessary precautions.

The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.

IPAWS Addendum
to
Everbridge, Inc. Service Agreement

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this ___ day of _____, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and _____ ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective _____, 20__ ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. IPAWS Authorization: Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.

3. Messaging: Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.	**CUSTOMER:** _____
By _____	**By** _____
Title V.P. of Finance	**Title** _____
Date 7/12/13	**Date** _____

RFP 13-07, Addendum 1

Date: Tuesday, May 21, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: RFP 13-07, Emergency Notification Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate section of the RFP. Failure to do so may subject Proposer to disqualification.

- **RFP 13-07 has the following additional information available:**

1) The City does not currently use a formal emergency notification system. The City currently utilizes GovDelivery for pushing out notifications for emergencies and other notification needs; however, the system is not automatic and takes staff action to prompt all notifications.

   The City paid no money towards the system in 2012 as the system was purchased several years ago. Citizens and businesses are able to subscribe to this system at their discretion. Notifications are distributed on several different subscription lists that are available. Multiple departments and divisions use this system for a wide range of notifications to serve both citizens and business needs, utilizing a wide range of subscriptions one can sign up to receive notifications for.

   The City has issued this RFP in hopes of obtaining an automatic emergency notification system utilizing polygon technology to notify citizens who may be in the direct path of a storm, emergency situation, etc. The system utilized will also be used for notifications regarding area specific road closures, etc.

2) The City does not have a preference on using native SMPP versus a non-native SMTP when distributing notifications out via text.

3) Item G on page 8 of the RFP explains that each Proposer is required to complete an "Authorized Negotiator Form". Information for this requirement can be found and completed in Section E: Signature Submittal. This is not a separate form as indicated in the original RFP. Completing Section E: Signature Submittal will fulfill this requirement.

4) The City does not have a specific project budget set aside for this project. Any contract resulting from this RFP will require funding approval from the Fayetteville City Council.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-07, Emergency Notification Services
DEADLINE: Friday, May 24, 2013 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 04, 2013

REQUEST FOR PROPOSAL
RFP 13-07, Emergency Notification Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFP 13-07, Emergency Notification Services
Advertisement

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing emergency notification services for a possible five year term.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **Friday, May 24, 2013 before 2:00:00 PM,** local time. No late submittals shall be accepted.

Forms & addendums can be downloaded from the City's web site at http://www.accessfayetteville.org. All questions regarding the process should be directed to Andrea Foren, CPPB, CPPO at aforen@ci.fayetteville.ar.us or (479)575-8220.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE

By: Andrea Foren, CPPB, CPPO
Title: Purchasing Agent
Ad date: 05/04/2013

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION A: General Terms & Conditions

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

d. All Proposers shall submit eight (8) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

h. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.

j. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

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

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may

influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

a. A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

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

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

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

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the

City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

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

23. DEBARRED ENTITIES:

All Proposers shall complete and return the enclosed "Debarment Certification Form" with their bid. The City of Fayetteville will not award a contract to any contractor that is debarred, suspended, or proposed for debarment by the federal government.

24. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit an "Authorized Negotiator Form"** containing the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

l. The following documents are included with this solicitation: N/A

1.) BACKGROUND:

a. Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.

2.) **INTENT:**

a. The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.

3.) APPROACH:

a. Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City's project. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.

4.) GENERAL:

a. The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.

b. Access to the service shall be secure and limited to the staff authorized by the City.

c. Access for message creation shall be provided by internet, voice, and telephone touch tone dialing from anywhere.

d. Messages shall be able to be delivered in these methods:

   i. Land lines

   ii. Cell phones & smart phones (Voice and Text)

   iii. Alpha and digital pagers

   iv. PDA"s

   v. E-Mail

   vi. TTY/TDD

   vii. Social Media

e. The system shall provide for the creation of lists of individuals with common characteristics by the users.

f. The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.

g. Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.

h. Message delivery shall support multiple languages with the selection to be made by the subscriber.

i. Provide for a response from the recipient using touch tone phones.

5.) SCOPE OF WORK & SYSTEM REQUIREMENTS:

a. The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This web-based system shall have no requirements requiring additional phone lines to be leased.

   i. This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.

   ii. The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.

b. System shall provide rapid origination and delivery of messages (real time) via a web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.

c. No pauses before any message.

d. System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.

e. Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or internet outages, etc.

f. Unlimited usages for emergency and non-emergency notifications.

g. The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.

h. System shall be in compliance with American with Disabilities Act requirements.

i. Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.

j. Capacity for messages to be stored for use at later date.

k. Ability for cancellation of a notification prior to its completion via the web interface or dispatch operator.

l. Capability for recipients receiving calls to request that a message be repeated.

m. The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.

n. Capability for individuals to call into the system to retrieve any current messages from the City.

o. Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.

p. Explain systems backup in place to secure client information.

q. Capability for a City administrator to have complete management of the system.

r. System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.

s. System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.

t. Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.

    i. No City action shall be necessary or required to initiate the notification.

    ii. Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.

u. System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)

v. The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.

w. The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)

6.) EXPERIENCE:

a. Personnel:

    i. ***Staff*:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.

    ii. ***Resumes*:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:

        - Position Title
        - Tenure with Proposer
        - Manufacturers certification for equipment service & repair (by model)
        - Experience
        - Other related information

b. Company:

    i. ***Experience*:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.

ii. ***Company Principals***: Provide a brief biographic overview of the Company's key principals.

iii. ***Capabilities***: Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.

7.) COMPANY ORGANIZATION:

a. ***Primary Business***: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.

b. ***Company History***: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

c. ***Overview:*** It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.

d. ***Evaluation Method:*** Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.

8.) IMPLEMENTATION:

a. The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.

b. The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.

c. Onsite training shall include:

i. Two (2) general users from the City

ii. Two (2) system administrators to manage the system operation and configuration and set up users.

d. The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.

9.) CONTRACT FORMATION:

a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10.) PROPOSAL CONTENT:

a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

11.) TERM OF CONTRACT:

a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.

12.) OWNERSHIP OF DATA AND OTHER CONDITIONS:

a. All data collected by the Proposer to carry out services outlined in this RFP and final resulting contract shall be owned by the City of Fayetteville, AR.

b. City shall approve any release of data prior to any third party receiving the information.

c. Data collected, including but not limited to name, email address, physical address, mailing address, zip code, phone number(s), etc. shall not be sold, used for marketing purposes, etc.

d. Awarded Proposer shall not retain any collected data in the event of contract cancellation or contract expiration.

13.) DEMONSTRATION & ORAL PRESENTATION:

a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

b. A demonstration of the system will be required before a final decision is made. The purchasing agent will schedule all demonstrations.

14.) ANTICIPATED PROJECT TIMELINE:

a. Deadline for response: See cover page.

b. Notification of Intent of Award or Interview: no later than Friday, May 31, 2013

15.) SELECTION CRITERIA:

SELECTION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

1) 15% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.

2) 15% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.

3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of

work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration.

4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

5) 20% **Price:** Complete pricing to the City for all services described herein. The City shall pay an annual base fee. Annual fees shall not be dictated by subscribers. There shall be no additional "per user" charges.

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

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

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
FAX NUMBER

_____
E-MAIL ADDRESS

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICE BID:

Service	Unit Price	Cost
Initial Service Established	Lump Sum	
Implementation	Lump Sum	
Training	Lump Sum	
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

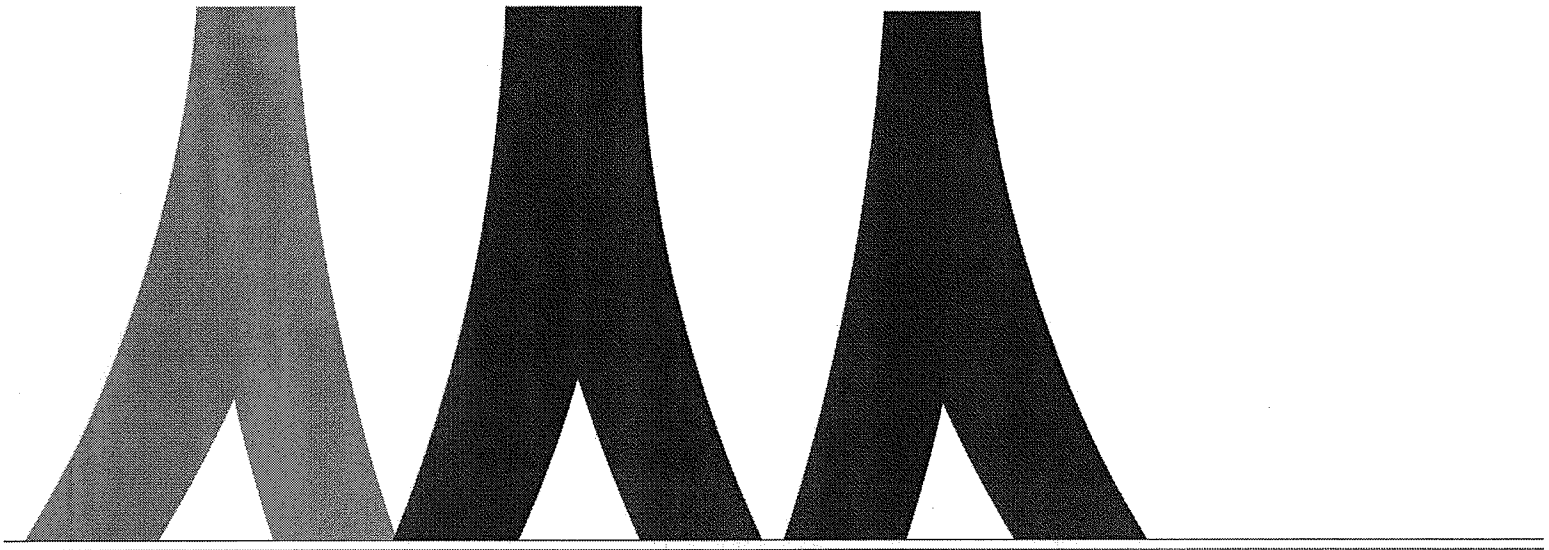
PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____

DATE: _____



everbridge

Response to RFP 13-07

Emergency Notification Services for the City of Fayetteville

Emergency Notification Services

Response to RFP 13-07

Presented to:

The City of Fayetteville

5/24/2013

Prepared by:
Chadd Steinhauser
Everbridge
500 North Brand Blvd, Suite 1000
Glendale, CA 91203 USA
1-888-366-4911

Non-Disclosure
This proposal contains business, technical, and financial information that if disclosed would result in substantial injury to Everbridge's competitive position. Everbridge requests that such data be used only for the evaluation of this response and not be shared with outside parties.

5/24/2013

Andrea Foren, CPPB, CPPO
City of Fayetteville
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701

Re: Emergency Notification Services

Dear Ms. Foren:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to the City of Fayetteville in response to your RFP. Based on your requirements, I am confident the Everbridge Mass Notification solution will meet and exceed your needs and expectations.

I hope to have the chance to add your organization to our growing base of satisfied customers and look forward to being chosen as your mass notification service provider and partner in the years to come.

Best regards,

Chadd Steinhauser
Everbridge, Inc.
Account Executive, State & Local Government
(818) 230-9843

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Executive Summary

Everbridge is uniquely qualified to provide a complete notification solution with the appropriate expertise, support and applicable experience to ensure the City of Fayetteville's move to a next generation notification platform is a long term success. Eleven years ago, the Everbridge team made the decision to pursue a complete communication solution that ties the process of notification with the missing piece of accurate human feedback from the recipient. The final piece of the puzzle was to provide results of those broadcasts in easily accessible, understandable, and fully customizable reports.

Everbridge is dedicated to understanding and supporting the operations of our customers. We recognize the reality that our jobs, every day, help save lives. We collectively cheer our partners' success stories and buckle down when they require our additional attention. This executive summary provides a brief overview of the information that follows in this complete RFP response – Everbridge, as a whole, looks forward to working with the City of Fayetteville and is currently conducting internal strategic meetings to ensure we meet your goals effectively and continuously exceed your expectations of the market leader.

Experience – Everbridge has relevant experience providing fully integrated systems, multiple county systems, complete statewide systems, as well as effective implementations to the smallest of towns.

Data Management - Data is the fuel to the notification engine. It must be as pure as possible. To that goal Everbridge has a dedicated data team who constantly expands our tools to allow for every form of data entry and maintenance. With five options available for data management at no additional cost, customers may enter a single record at a time or have their data system linked directly with Everbridge for real time data updates.

Citizen Opt-in programs are the future of an efficient and effectively targeted communications program. Six years ago Everbridge led the market with the release of our customized SmartGIS offering. The ability for an organization to customize their opt-in notification offering to the specific local programs that are relevant to their citizens was an immediate success. Providing the ability to collect information on your Access and Functional Needs population's specific communications requirements, Senior Citizens communications programs, volunteer identification by location and specialty as well as automatic programs like weather alerts.

Reporting– When the notification is all done, it is the reporting tools that make sense of the broadcast. The reports provide the data at the fork in the road of "what happens next." From simple notification summaries to detailed graphical analysis in the form of pie charts, bar charts and active tables, all data from the system is available in a single Web interface or via extracts into PDF or Excel.

Best Practices – It is well known that Everbridge provides system use guidance to both our customers as well as a large number of our competitors' customers through our series of free Best Practice Webinars and Whitepapers. Everbridge continues to develop industry-specific content, compile post-disaster best practices reviews for distribution, and freely provide industry expertise to those who want to move up the ladder of knowledge and qualification.

As a member of the review panel, you are encouraged to review some of the content we have developed. Search "Everbridge" on YouTube to review industry information as presented by Dr. Robert Chandler. Visit the Everbridge Resource Center and download any number of White Papers and other information based on his methodologies.

Strategic Vision – The two most senior people in our technology department have PhDs and degrees from MIT in software design, architecture, and strategy. Everbridge has invested heavily in their support teams to keep our technology firmly established as the system to beat in the market. The Everbridge technology team works with key customers, soliciting their input and system development suggestions through a well developed customer testing and feedback program. Everbridge would like to add members from the City of Fayetteville to the customer group that provides input and direct influence on system development.

Unique Technology Offerings – A number of years ago Everbridge looked at the 30 million members in our system and thousands of customers successfully using the service and asked "what else can we do with a global notification system?" Available as part of an overall premium package or as individual modules the following technologies provide smart options to consider around an overall Inbound Social Media Strategy, a complete Mobile Strategy, a Weather Strategy, and a Network Effect of sharing information across multiple entities - all in a single console alongside your notification strategy.

Interactive Visibility (IV) –Everbridge has designed a system to provide up to the minute real world feedback from the field. Everbridge can actively scan social networking sites and alert you when certain keywords, hash tags, or locations you have interest in are being posted or discussed more often than usual (using the words Boston and Bomb in the same Twitter post as an example). When an increase in social network posts is detected you and your team will be alerted and may view geo-tagged posts on the Everbridge map. In addition, you can view posted pictures, relevant on the scene information, or respond to tweets directly from the Everbridge system.

Training - Our training team is fully provisioned and dedicated every day to the ongoing development of relevant training materials, programs, and always available training processes. Users at all levels of access and application will be properly trained with verification testing to validate product knowledge and retention and ongoing regional training workshops will be coordinated. In addition, live Web-cast training will be conducted at regular intervals for those staff members who cannot attend on-site sessions.

Cost Proposal – In the attached pricing package we have provided the following pricing:

Fully Provisioned/Fully Supported/UNLIMITED SYSTEM USE – This option is fully provisioned with a deep involvement of our Professional Services team, coupled with ANNUAL UNLIMITED SYSTEM USE – all call types, all contact paths. The additional benefit of a fully unlimited system provides the ability to share the system across multiple departments at a flat annual rate. Then the question becomes "why not use the system" instead of "who is going to pay for that if we use the system?" The key to ongoing sustainability is getting a return on investment through more use of the system across many different departments.

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Typical fully provisioned agency use cases (based on current Everbridge clients):

- Police – Used for missing persons, shift calls, crime updates, safety reminders, SWAT, Bomb Squad and other special teams
- Fire – Used for emergency call in of extended personnel, fire safety issues, communication with volunteers, situation escalation, Search and Rescue, evacuation notices
- Department of Health – Pandemic updates, immunization reminders or information to seniors, Point of Distribution (POD) information
- Municipal Services – Road closures, power outages, service disruptions
- Water/Power – Boil water alerts, loss of service, bill payment
- Senior Services – Daily wellness calls, senior activity programs, medical updates
- Access and Functional Needs Management – locate and identify various Access and Functional Needs (AFN) groups for specific communication during disaster (send specific information to homes where people are in wheelchairs or confined to a hospital bed)
- Department of Mental Health – communication to clients during regional events about availability and location of pick up for medicine. Updates to clients about treatment options. Wellness check-in following any extended in-house treatment program
- Department of Environmental Health – communication with public access points (restaurants, public pools etc) about recalls, breakouts, shut downs, warnings, regulations
- Department of Justice/Courts – Court Appointments, Fines, Tax Relief, Court Closings, internal communications (between judges, lawyers, clerks, etc.)
- Department of Agriculture – Recalls, E-coli, Food Providers, Processing plants
- Department of Transportation – Internal Staff recalls, Road Closures, Construction
- Department of Information Technology – System and Server Issues, Service and Maintenance Updates
- Department of Transportation – Internal Staff recalls, Road Closures, Construction

Conclusion - We encourage the City of Fayetteville evaluation team to look closely at the key areas mentioned above. Our exclusive focus in the mass notification space for the past 11 years has not only resulted in recognition by many third-party groups such as the American Hospital Association and the American Healthcare Association, but also by leading industry analysts including Gartner, the Yankee Group, Frost and Sullivan, and Forrester Research. We believe you will find beyond the checklists of features in the typical evaluation that Everbridge excels in the core fundamentals of a notification platform. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication for your organization, but will become a partner in your communication process.

We thank the City of Fayetteville for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of the Everbridge Solution Suite. As you will see by reviewing our response, we are poised to swiftly and effectively implement our solution to arm you with a system that will dramatically improve your communication process with your residents.

We encourage doing demonstrations of finalists before purchasing a system, considering that ease of use will be such a huge part of the success of an emergency notification system. We would be happy to demonstrate the Everbridge solution at your convenience in an effort to further support our RFP response. We look forward to the opportunity to work together.

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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-07, Emergency Notification Services
DEADLINE: Friday, May 24, 2013 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 04, 2013

REQUEST FOR PROPOSAL
RFP 13-07, Emergency Notification Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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

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

Name of Firm: Everbridge, Inc.

Contact Person: Chadd Steinhauser Title: Account Executive, State & Local Govt.

E-Mail: chadd.steinhauser@everbridge.com Phone: (781) 373-9843

Business Address: 500 N. Brand Blvd., Suite 1000

City: Glendale State: CA Zip: 91203

Signature: Date: 05-21-13

Marie-Laure Leglise, Vice President of Finance

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

___X___ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: Everbridge, Inc.

Name of Primary Contact: Chadd Steinhauser

Title of Primary Contact: Account Executive, State & Local Government

Phone#1 (cell preferred): (978) 799-8517 Phone#2: (781) 373-9843

E-Mail Address: chadd.steinhauser@everbridge.com

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Marie-Laure Leglise	05-21-13

4. PRICE BID:

Service	Unit Price	Cost
Initial Service Established	Lump Sum	Please see additional page provided to include full pricing description.
Implementation	Lump Sum	
Training	Lump Sum	
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Marie-Laure Leglise

COMPANY: Everbridge, Inc.

PHYSICAL ADDRESS: 500 N. Brand Blvd., Suite 1000, Glendale, CA 91203

MAILING ADDRESS: Same as above

PHONE: (818) 230-9700 FAX: (818) 484-2299

E-MAIL: marie.leglise@everbridge.com

SIGNATURE:

TITLE: Vice President of Finance

DATE: 05-21-13

Service	Unit Price	Cost
Initial Service Established	Lump Sum	$21,577.85
Implementation	Lump Sum	$1,726.23
Training	Lump Sum	$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Everbridge, Inc.

NUMBER OF YEARS IN BUSINESS: 11+ HOW LONG IN PRESENT LOCATION: Glendale since 2005

TOTAL NUMBER OF CURRENT EMPLOYEES: About 200 worldwide FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: N/A* FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. State of Connecticut
COMPANY NAME

1111 Country Club Rd., Middletown, CT 06457-2389
CITY, STATE, ZIP

Stephen Verbil, Emergency Telecommunications Manager
CONTACT PERSON

(860) 685-8080
TELEPHONE

(860) 610-6294
FAX NUMBER

stephen.verbil@po.state.ct.us
E-MAIL ADDRESS

2. Monroe County, IN
COMPANY NAME

119 West 7th Street, Bloomington, IN 47404
CITY, STATE, ZIP

Ivan Lee, Public Health Coordinator
CONTACT PERSON

(812) 349-2849
TELEPHONE

(812) 349-3353
FAX NUMBER

ilee@co.monroe.in.us
E-MAIL ADDRESS

3. Pierce County, Washington
COMPANY NAME

2501 South 35th, Suite D, Tacoma, WA 98409
CITY, STATE, ZIP

Ken Parrish, Emergency Management Program Manager
CONTACT PERSON

(253) 798-6597
TELEPHONE

(253) 798-3307
FAX NUMBER

kparris@co.pierce.wa.us
E-MAIL ADDRESS

4. South Central Task Force**
COMPANY NAME

381 Independence Ave., Mechanicsburg, PA 17055
CITY, STATE, ZIP

Brian Radcliffe, IT and Project Consultant
CONTACT PERSON

(717) 329-2894
TELEPHONE

(860) 610-6294
FAX NUMBER

brian.radcliffe@rbrtechnology.biz
E-MAIL ADDRESS

*Everbridge does not break out employees for specific contracts.

**This is an eight-county combined system in Pennsylvania.

Scope of Services and General Information

1. BACKGROUND

a. **Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.**

2. INTENT

a. **The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.**

Everbridge is the leading provider of Mass Notification and Emergency Communication systems. As we describe later in our response to the *Company Organization* section of the RFP, some 30 million members are within reach of the Everbridge system, which ranks us as the single largest notification company in the marketplace. A stand-out leader in the State and Local Government vertical, we have customers ranging from the smallest of towns all the way to entire states such as the State of Connecticut.

Our experience is broad. And it's personal. It was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Our system has proven its ability to provide mass notification in a rapid manner from a single source time and time again. One of the best examples is the one below, which we note later in our response:

> **In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**
>
> **In a span of *only four days,* Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

We are glad the City of Fayetteville is interested in providing emergency notifications to your citizens. Emergency notifications have the potential to save lives; therefore, your choice of provider is not one to be taken lightly. We hope our response to your RFP provides the information you need to seriously assess our solution offering. In addition, we urge you to ask questions if you need more information or just need clarification. Everbridge does not want to simply sell the City a product and then disappear. When we say we want to become your partner, that's exactly what we mean.

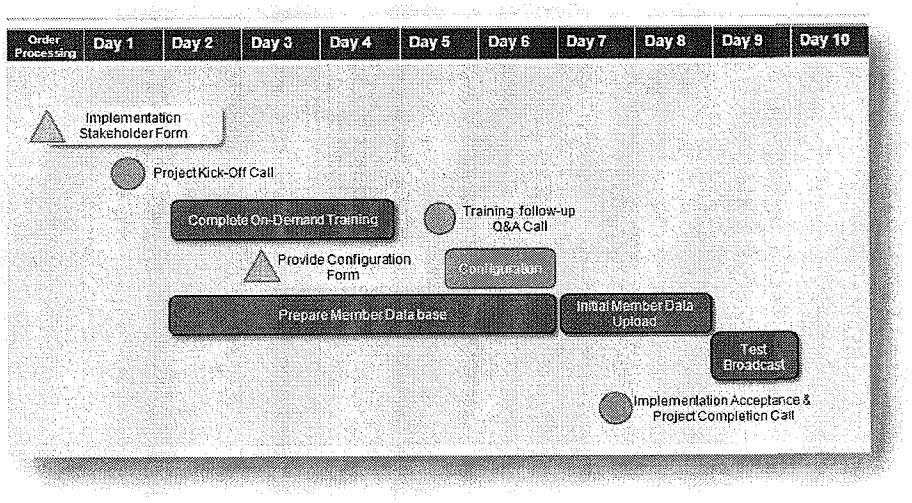
3. APPROACH

a. **Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City's project. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.**

Because Everbridge products are offered on-demand as a service over the Internet and telephone, no hardware or software installation is required, and the implementation life cycle for our products is designed to quickly enable your organization to benefit from the use of Everbridge.

Everbridge system implementations are a critical strength of our company and our implementation Milestones are straightforward and simple. The Everbridge Client Services Implementation team is typically able to get clients fully deployed within 10 days; however this is dependent on the complexity of the implementation project, and we work with your project team to scope a project to fit your organizations business needs.

An Everbridge Implementation Specialist will be assigned to work with your project team as the single point of contact, and will be available to ensure the success of your project. Below is a sample implementation project overview.



4. GENERAL

a. **The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.**

Everbridge architecture is designed to provide a true zero point of failure system. We employ two, SOC 2, top tier datacenters for all of our test and production systems in an Active-Active configuration. Data is continuously replicated (every 15 milliseconds) between our facilities, and each site can provide the full range of Everbridge services. If service is disrupted at either site, all traffic is dynamically rerouted to the other site so that Everbridge's systems and services remain constantly available.

Each site is designed with full redundancy from top to bottom. Dual network uplinks feed dual routers, fully meshed with dual load balancers, which secure the front-end network with tight controls. Each tier of servers is clustered using MongoDB, which allows for real-time load balancing and failover between nodes, and affords easy scalability to meet increasing demand.

b. **Access to the service shall be secure and limited to the staff authorized by the City.**

All transfer of personal information on https://manager.everbridge.net is secured by encrypted user names and passwords, and the industry standard Secure Sockets Layer (SSL) protocol. SSL prohibits other Web users from gaining access to a client's confidential information, and helps protect against the loss, misuse, and alteration of your information. Everbridge's 256-Bit SSL/TLS certificate was obtained from GeoTrust.

Everbridge utilizes intrusion detection systems to constantly monitor our production environment. Additionally, we undergo vulnerability assessments, penetration testing, and external audits to assess our system security. Vulnerability assessments are conducted monthly, penetration testing quarterly, and external audits yearly. We adhere to NIST SP800-53 REV3 security framework, and conduct annual certification and compliance testing against the SSAE16 SOC 2 – Type II and FISMA standards.

c. **Access for message creation shall be provided by Internet, voice, and telephone touch tone dialing from anywhere.**

The primary access point for the Everbridge platform is the Web based interface that is accessible on any computer Web browser. Additionally we have a native mobile application for Android and iOS devices. For other mobile devices there is a mobile formatted Webpage for easy access on any type of device including Blackberry, Windows Phone, and Symbian operating systems. If you are unable to access the Web interface for any reason our phone support is available 24/7/365 to initiate a broadcast on your behalf.

d. **Messages shall be able to be delivered in these methods:**

i. Land lines
ii. Cell phones & smart phones (Voice and Text)
iii. Alpha and digital pagers
iv. PDAs
v. E-Mail
vi. TTY/TDD
vii. Social Media

Everbridge supports a total of 27 delivery methods per member (6 phones, 5 phones with extension, 2 SMS devices, 3 email addresses, 3 TTY/TDD device, 1 Everbridge recipient app (Android or iOS), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way and 1 plain text email 2-way). The paths are customizable; allowing your administrators to set up as many or as few of each type as needed. Additionally we support a HTTPS publishing option that can use APIs to integrate with a host of other systems and Web portals. In addition, Everbridge can send posts to Facebook and tweets on Twitter.

e. **The system shall provide for the creation of lists of individuals with common characteristics by the users.**

Everbridge complies. Everbridge offers layout and data element customization in a number of areas. The Member Portal is a fully self-serve registration and opt-in interface largely under the direct design control of the Client. Users may create custom Additional Information fields, enabling clients to store important contact data for which the system may not have default fields. Once the user-defined attributes are populated within member profiles, clients have the immediate ability to build an unlimited number of rules-based Dynamic Groups, and leverage these when searching, filtering, or targeting notifications.

f. **The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.**

Everbridge is compatible with ESRI ArcGIS shape files. A library of shapes can be loaded into the system and used to select contacts within a geographic area. Once a geographic area is selected the contacts can be filtered and excluded if desired. This allows you to utilize geographic notification while utilizing any additional information and dynamic groups that have been added into the system.

g. **Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.**

Everbridge complies. One huge advantage of the Everbridge self-registration portal is the level of granularity available in the setup and control. Fayetteville can determine which device paths they wish to make available for registration. This includes all 27 devices outlined in the answer to question (d) above.

h. **Message delivery shall support multiple languages with the selection to be made by the subscriber.**

Everbridge supports text to speech and prompts in Danish, English (UK + US), French, German, Italian, Japanese, Norwegian, Portuguese, Russian, Spanish (Europe + Latin America), and Swedish. The system will render the message in the appropriate language and provide text and voice prompts in the selected language.

i. **Provide for a response from the recipient using touch tone phones.**

Everbridge accepts up to nine responses for a message. This can be a simple confirmation of receipt or a choice of a multiple choice question. These responses are automatically logged and can be the basis for a follow up message. For example, a message can be sent and a follow up message can be sent to everyone with a confirmation status of no response, or of a specific polling response.

5. SCOPE OF WORK & SYSTEM REQUIREMENTS

a. **The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a Web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This Web-based system shall have no requirements requiring additional phone lines to be leased.**

The Everbridge system is a mass emergency notification technology enabling our clients to communicate very quickly, with any number of desired recipients, targeting a variety of devices for contacting those individuals (pagers, telephones, text messaging, email, etc.). The platform is hosted with full geographic redundancy, for all clients, in a shared Active-Active Software-as-a-Service (ACT-SaaS) solution. This means that all hardware, software, and capacity related to the notification system are hosted and centrally managed entirely by Everbridge and authorized Everbridge personnel only.

There are no hardware, software, or capacity requirements for our clients to implement internally within their organizations. The only requirement for Web-based access to the system is to leverage an Internet browser which supports HTTP SSL/TLS 256-Bit encryption. Everbridge also provide other means of access to the system, such as via telephone and Web-enabled mobile phones.

i. **This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.**

Our Standard Implementation services include high-level training on features in the platform and access to Everbridge University which is our on-demand training system. In addition, we conduct periodic Webinars to provide information about best practices. Additional training is available through our Professional Services group, potentially for additional fees. The upload of client data is included as part of our implementation services, but clients have full control over formatting the data for upload to the system at any time. Should a client require additional data services, this can also be offered through our Professional Services team. Clients are able to easily use the Everbridge system to enhance communication and information to the public in emergency situations, such as during tornadoes and other severe weather events, fires, bomb threats, as well as for other critical City needs.

ii. **The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.**

Yes, using Everbridge's text or voice capabilities, clients are able to create and deploy message content in any desired language. Further, our system provides real-time status information on all notification campaigns, for any message launched, regardless of language. In regards to the management of the platform, Everbridge maintains all aspects of our notification system internally.

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There are no additional costs associated. Our Standard Implementation services assist our clients in utilizing the system very quickly, but some level of client participation is required (providing data, settings, etc) to complete the implementation. Should clients require additional services, we have Premium Implementation services and offer custom Professional Services as well.

b. **System shall provide rapid origination and delivery of messages (real time) via a Web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.**

Everbridge maintains dual corporate headquarters—one office in Boston, MA and an office in Glendale, CA. They are logically separated by geography, making it highly unlikely that an event will cause both centers to be closed simultaneously. Dual corporate headquarters make good business sense, especially for those of us serious about providing mass notification services. For example, during the Boston Marathon bombings and subsequent manhunt, staffing was increased in our Glendale office to handle additional calls into Everbridge support while the East Coast office was closed as a result of police orders. This enabled us to continue providing the 24x7x365 live voice support promised to our customers.

Redundancy is also built into our infrastructure. In fact, Everbridge's infrastructure is a distinguishing characteristic that sets us apart from all other notification vendors. It allows us to provide a guaranteed **minimum** 99.99% broadcast availability—the industry's highest guaranteed service level.

Our architecture is designed to provide a true zero point of failure system. We employ two, SAS70 Type II, Tier 4 datacenters in an Active-Active configuration for all of our test and production systems. Data is continuously replicated—maintaining our multiple datacenters are in sync with one another. Consequently, if one datacenter experiences a disruption, all traffic is immediately dynamically rerouted to another site—offering a seamless transition that is completely invisible to our customers. Each of our datacenters can provide the full range of services for all of our customers, and service remains available 24x7x365.

c. **No pauses before any message.**

The Everbridge system immediately begins to broadcast when the *send* button is pressed. The first message is often delivered within seconds of the message initiation.

d. **System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.**

Everbridge has detailed call throttling options that will help ensure local infrastructure is not overwhelmed in the case of widespread broadcast. One of our system's strength's is the rotational methodology that enables the system to attempt to reach many different types of devices in a short period of time. Call throttling and last mile issues are of concern to all customers.

We, however, have been successful formulating plans during events such as Hurricane Sandy where 10 million messages were sent over the period of a few days. With capacity at this level, Everbridge has also developed a verifiable and configurable call throttling mechanism.

Avoiding "Black Box" or "Magic" technology, Everbridge works with customers to determine maximum call throughput by region, local area, and when needed, by specific building. This throttling tool is not one you need to *have faith in*, but one that we can discuss, show, demonstrate, and confirm results from. In a market of wild, yet plausible-sounding technology processes, as well demonstrated by the so-called automatic throttling mechanisms employed by other vendors, the Everbridge team urges caution and suggests diving deep into the proof of these and other claims of technology easily discussed yet ultimately *hidden* from a user.

e. **Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or Internet outages, etc.**

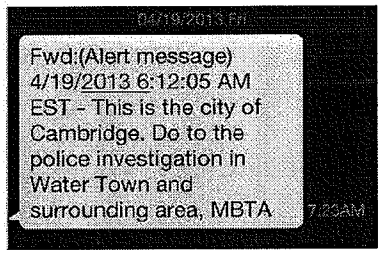
Everbridge has gone to great lengths to ensure that the datacenters used are hardened against nature and outside attacks. Each datacenter has redundant data and telephony connections, UPS systems, backup generators, and a comprehensive security policy. These redundant systems ensure that a datacenter can function in the face of single or double failure. Even if a datacenter does go down, the redundant active-active configuration allows Everbridge to send messages despite that loss. Everbridge's investment in infrastructure is a differentiator that ensures reliable service for all of our clients.

f. **Unlimited usages for emergency and non-emergency notifications.**

The attached quote contains a plan for unlimited usage.

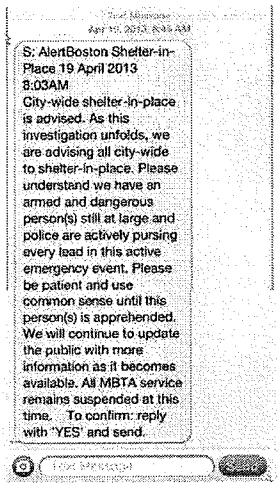
g. **The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.**

Everbridge is network agnostic. Utilizing plain old telephone services (POTS), we can ensure that our messages are given appropriate priority as the calls are placed. Messages will not be delayed or marked as spam. Please be careful about providers cutting significant corners that will result in messages being truncated, delayed, or not delivered. The same concept applies to SMS messaging. Everbridge uses SMPP over SMTP message delivery. This is native SMS and not an email gateway that can be used as a significant shortcut. The graphic on the following page shows the result when a message is sent using SMTP.



City of Cambridge (NOT an Everbridge Message)

Message is truncated due to use of SMTP. An incomplete message leads to confusion and frustration.



City of Boston (Everbridge Message)

Full message delivered through SMPP. Message is complete and clear.

h. **System shall be in compliance with American with Disabilities Act requirements.**

Everbridge is fully compliant with ADA requirements and supports TTY.

i. **Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.**

Messages can be originated using the full desktop Web interface, a mobile application, an optimized mobile Web site, and a 24/7/365 toll free phone number to initiate a broadcast. Social network thresholds and national weather service alerts can also initiate a broadcast. Additionally, through our broadcast API we can configure notifications to be initiated by any other type of call, message, or alert desired.

j. **Capacity for messages to be stored for use at later date.**

Everbridge allows for the development of a message library that can be accessed at a later date to send a message. This message library can include preset voice and text messages, contacts, GIS shapes, and settings. A stored notification can be sent with a few easy clicks or edited prior to sending. Additionally broadcasts can be scheduled at a specific date and time or recurring interval.

k. **Ability for cancellation of a notification prior to its completion via the Web interface or dispatch operator.**

A simple click of a button will allow the message sender to cancel a notification at any time during its cycle, including prior to its completion.

l. **Capability for recipients receiving calls to request that a message be repeated.**

Using the touchtone keypad, recipients can replay voice notifications. The system will repeat a message as many times as the recipient requests.

m. The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.

The Everbridge system has the ability to recognize a live answer versus an automated messaging device. However, we have found through our best practices that no matter how good the algorithm to make this auto detection, there will be errors due to differences in voice mail technologies. As a result the call recipient will need to press the "1" key after answering the phone. While this is a minor inconvenience the result is that virtually no errors occur during this process. Everbridge does not consider voicemails confirmations and will continue to attempt to contact the recipient via other device paths.

n. Capability for individuals to call into the system to retrieve any current messages from the City.

This is a feature that is considered as a future addition to the Everbridge Mass Notification suite. This feature has been requested at lower and lower rates due to the addition of adoption of SMS messaging, mobile email, and our exclusive mobile member application that allows for all message to be stored, read, and retrieved at a later date if desired.

o. Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.

Everbridge has processes in place that deal with each of these. Regarding duplications, Everbridge will only contact a number the first time that it is in a specific device path. For example, if two people register the same home phone number, that number will only be contacted one time. Wrong Numbers and Hang-Ups will be recorded as such in the Everbridge system. Our system will also record when a voice message is left instead of live person answering. Digital and Analog phones are treated the same since all calls are place through POTS. TTY is fully supported by Everbridge.

p. Explain systems backup in place to secure client information.

Everbridge has active-active datacenters that are replicated every 15 milliseconds ensuring all data uploaded is stored in at least two places. Additionally we make daily backups that are encrypted and stored off site in a secure location. We contract with Iron Mountain, a leader in BC/DR that ensures in the absolute worst case (total multi site failure or destruction) we can recreate our system and data within four hours.

q. Capability for a City administrator to have complete management of the system.

Fayetteville will have complete management and control of the system. The data stored in the system belongs to you, not Everbridge. Not all vendors return opt-in and E911 data to customers. Make sure that you know what you are getting when you purchase E911 data, we will show you our sources and the contents to the lists loaded. All user management and control will be in the hands of your administrators. We are here to help 24/7, but it is your system to use and manage.

r. **System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.**

Everbridge has different headers and footers and voice greetings for Emergency and general notifications. Appropriate use of these will help you manage your notification program and get the best response rates from your citizens. Part of the Everbridge process is to assist with the management of your program so that you get the most out of your system.

s. **System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.**

Everbridge uses NWS polygons as provided through AccuWeather. Everbridge allows for two types of weather alerting. Automatic weather alerts will notify recipients based on predefined thresholds and settings. Manual weather alerting will allow Fayetteville to view the weather notifications and polygons in the GIS system and determine what message to push through to the recipients in the affected area. These methods ensure the level of control and options necessary to run a successful weather notification program.

t. **Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.**

   i. **No City action shall be necessary or required to initiate the notification.**
   ii. **Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.**

As explained as part of question s there is no action necessary by Fayetteville to initiate a weather alert broadcast (however for some types of broadcasts this is possible if desired). As the National Weather Service initiates the announcement they appear in the Everbridge system and are forwarded in a matter of seconds. During critical events, there is no time for delays. The message will be sent out within seconds, provided critical moments to seek shelter in severe weather.

u. **System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)**

When citizens are signing up into the member portal one of the options for Fayetteville to configure is weather alerting. Citizens can subscribe to the types of weather alerts that desire. However, in the settings certain types of weather alerts can be made mandatory as part of the registration process. For example, This could mean that citizens will need to subscribe to tornado watches and warnings, but may opt out of cold weather warnings. Users can also specify a quiet period for non-life threatening alerts.

v. **The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.**

Everbridge has a mobile application for Android and iOS that can be used for two way messaging systems. For the purpose of registration, Everbridge uses a Web portal that is compatible with all devices including smartphones. This ensures the highest number of possible opt-ins.

w. **The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)**

Everbridge will populate the system with publically available data for no extra charge. All data belongs to Fayetteville and NOT Everbridge. If you leave us at the end of your contract, your data will be provided to you in a CSV file. We will not hold your data hostage. We can also easily import data from other sources like the ones mentioned.

6. EXPERIENCE

a. Personnel:

i. **Staff: The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.**

From initial contact with our account executive to being fully implemented and beyond, Everbridge customers have access to a strong team of leaders with boots-on-the-ground experience and years of expertise to assist you at every stage of the process. Below is a short description of the different individuals involved.

Account Executive

Your account executive is the individual who has developed a relationship with your organization. The account executive has acquired a strong product competency and industry knowledge related to market needs and domain knowledge specific to your industry. Furthermore, they have a minimum of five years' experience understanding prospect customers' needs and advising on the best solution suite to meet customers' highest requirements. Your account executive will serve as your consultant and point-of-contact throughout the initial sales cycle and will introduce you to your account manager and implementation specialist.

Senior Account Manager

Senior account managers have a minimum of seven years of customer-focused experience. Your senior account manager will take ownership of existing accounts, develop meaningful relationships at multiple levels within customer accounts, and maintain a keen understanding of the your business and service requirements in order to ensure our responsiveness to your needs. Your senior account manager will also proactively review your system usage and service case activity to identify and mitigate potential service escalations. In addition, he/she will share best practices and help maximize the value of your purchased products and services.

Implementation Specialist

Your implementation specialist will provide professional implementation, project management, and support resulting in a successful and well-coordinated implementation. During the implementation process, your implementation specialist will perform your set-up and system configuration, assist with data upload and management, and efficiently train your users to use the application. This specialist will also act as the City's escalation point and technical advocate within Everbridge, providing quick and satisfactory resolution to all issues so that we always ensure your satisfaction

Training and Education Manager

While Everbridge supports comprehensive online learning modules to develop core system concepts and refresh skills at any time, customers also have the option to leverage on-site training with a training and education manager for a customized instructor-led training. Our training and education managers are full of high energy, knowledge, and best-practices expertise to ensure your system administrators and users reach full competency and confidence using the Everbridge system. Training and education managers have more than eight years' experience in leading interactive and high-value trainings. Training can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.

ii. **Resumes: The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:**
- **Position Title**
- **Tenure with Proposer**
- **Manufacturer's certification with equipment service & repair (by model)**
- **Experience**
- **Other related information**

Resumes are not typically provided at this stage of the RFP process. Please see the staff descriptions provided in our previous response. Additional information will be provided upon downselect.

b. Company:

i. **Experience: Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.**

Work provided for State of Connecticut: Full Implementation of SmartGIS for 3,600,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 59,000 state employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Pierce County: Full Implementation of SmartGIS for 800,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 15,000 county employees. On-site training sessions for system as well as message methodology workshops.

Work provided for The South Central Task Force: Full Implementation of SmartGIS for 1,725,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 10,000 employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Monroe County, IN: Full implementation of Mass Notification for 85,000 Citizens. Training sessions for system as well as message methodology workshops.

ii. **Company Principals: Provide a brief biographic overview of the Company's key principals.**

Jaime Ellertson, CEO & Chairman of the Board

Jaime Ellertson is Everbridge's CEO and chairman of the board. Before its acquisition by Everbridge, Mr. Ellertson was the CEO and chairman of CloudFloor Corporation, a company he helped form in late 2010 that focuses on the emerging Enterprise Cloud Computing market.

Mr. Ellertson also served as CEO, president, and director of S1 Corporation (NASDAQ: SONE), a software provider to the financial services marketplace from 2000 to 2005. From 1997 to 2000, he orchestrated the highly successful turnaround of Interleaf, Inc. (NASDAQ: LEAF), a provider of software tools for e-content management, culminating in its acquisition by BroadVision Inc. in April 2000. Mr. Ellertson served as EVP and GM of Worldwide Strategic Operations of BroadVision Inc. during the merger integration period in 2000.

Prior to Interleaf, Mr. Ellertson founded several high-growth software companies, including Document Automation Corporation (1982–1987), Openware Technologies (1990–1995), and Purview Technologies Inc. (1996–1997).

Mr. Ellertson currently serves on the board of directors of Qvidian, a SaaS provider of applications that improve sales force effectiveness (from 2010 to present) and the Yankee Group, a leading business services group (from 2011 to present).

Cinta Putra, Chief Financial Officer and SVP Business Operations

Cinta Putra is Everbridge's chief financial officer, senior vice president of business operations, and one of the company's co-founders. In these roles, Ms. Putra is responsible for overseeing the company's global financial strategy as well as driving operational efficiencies.

Prior to her current role, Ms. Putra lead Everbridge in the capacity of CEO for nearly nine years from its founding to its acquisition of CloudFloor in 2011. Ms. Putra brings 20 years of experience in management, finance, and operations to Everbridge. Prior to Everbridge, she co-founded and served as president of Game Units, a successful niche provider of customizable, demographically targeted video game units to customers that included Fortune 500 companies. Her previous experience includes co-founding Abacus Energy Services, an electric service provider company, and working in various senior-level leadership positions for PMC Global, a billion-dollar manufacturing conglomerate where Ms. Putra was responsible for worldwide financial operations as well as spearheading several key projects including certain acquisitions and corporate restructuring.

Prior to PMC Global, she held management positions for Liner Health Products, one of America's largest manufacturers of vitamins, minerals, and herbal nutritional supplements.

Ms. Putra holds a bachelor's degree in accounting/finance and an MBA in Management from California State University. She is an expert resource and frequent contributor to a number of emergency communication publications and was named the number-one expert to discuss the 2003 Northeast Blackout and the number-two expert to discuss the 2004 Asian tsunami.

Gary Phillips, Senior Vice President of Global Sales

Gary Phillips is Everbridge's senior vice president of sales. In this role, Mr. Phillips is responsible for driving Everbridge's sales and services strategies, increasing sales operational efficiencies, and accelerating market growth.

Most recently, Mr. Phillips was vice president of North American APM Sales at Compuware. He held a similar position as vice president of North America Sales for Gomez prior to its acquisition by Compuware. Prior to Gomez, Mr. Phillips was CEO at Marathon Technologies, a provider of high availability software in the business continuity market. Mr. Phillips also held the position of senior vice president, Worldwide Sales and Services at Avaki, a leading enterprise integration software company, which was acquired by Sybase. Previously, Mr. Phillips led sales at Bowstreet, a Web services company and Interleaf, a content management company that was acquired by BroadVision, where he was general manager for the Americas.

Earlier in Mr. Phillips' career, he held various management positions at BBN, Wang Labs, and started his career in sales at NCR. Mr. Phillips holds a BS in Business Administration and Marketing from Plymouth State College.

Imad Mouline, Chief Strategy Officer

Imad Mouline is Everbridge's chief strategy officer. In this role, Mr. Mouline is responsible for providing leadership and oversight of Everbridge's research and development organization, market strategy, and overall product innovation.

Mouline was a co-founder of CloudFloor, which was acquired by Everbridge. Prior to co-founding CloudFloor, Mr. Mouline served as CTO of Compuware's (NASDAQ:CPWR) $250 million APM Solutions division, formed after the company acquired Gomez and consolidated its high-growth application performance management solutions. At Gomez, Mr. Mouline served as CTO and led the expansion of their product portfolio and market presence. Prior to Compuware, Mr. Moline served as CTO of S1 Corporation (NASDAQ:SONE) from 2001 to 2005. From 2000 to 2001, he served as director of engineering in the office of the CTO at BroadVision.

Mr. Mouline is a regular presenter at various industry conferences, as well as a frequent contributor to leading online and print publications including *The New York Times*, *USA Today*, *BusinessWeek*, *NetworkWorld*, *Forbes*, and others.

iii. **Capabilities: Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.**

Everbridge is the largest independent notification provider in the space. We currently have approximately 200 full-time employees worldwide and our current budget and staffing plans call for substantial additional hires throughout the year to bring our team count to well over 200 by the end of 2013. Everbridge is accustomed to this growth rate and new client acquisition in the range of 30% to 40% growth per year has been the norm since our inception in 2002.

We understand how to grow and scale the organization, and we have more than 11 years of demonstrated success. Our Sales, Client Care and Implementation Teams meet weekly to evaluate the sales pipeline, new customer on-boarding, and existing implementation projects. We constantly adjust our hiring needs and timing to align with our customer on-boarding pipeline.

We will not have any limitations in facilities, staff personnel or on-going projects/contracts with the award and on-boarding of your account. Your new implementation account will be assigned top priority within our organization. Upon award, you will immediately be assigned to an implementation specialist who is prepared and ready to immediately implement your account.

7. COMPANY ORGANIZATION

a. **Primary Business: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.**

and

b. **Company History: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.**

Honing our experience since 2002, Everbridge is the leading provider of Mass Notification and Emergency Communication systems. These *are* our primary business interests and the whole reason for our operations. We have about 200 employees across our four offices in Los Angeles and Boston (US), London (UK), and Beijing (China). We have more than 1,500 customers and continue to add more than 250 new customers per year. Today, some 30 million members are within the reach of the Everbridge system, which ranks us as the single largest pure-play notification company in the marketplace.

Our customers reach across all verticals and some examples include:

- The State of Connecticut
- The Cities of Boston, Atlanta, New Orleans, and Beverley Hills (just to name a few)
- U.S. Marine Corps
- U.S. Environmental Protection Agency
- Internal Revenue Service
- General Services Administration (GSA)
- JP Morgan Chase

- Disney
- Virginia Tech
- University of Michigan

To speak further to our strength, Everbridge was ranked as the leader in the Emergency Notification market by Gartner Research. To bring the example of our strength a little closer to home—it was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Communication failures have historically plagued organizations in their ability to respond to and minimize the human, operational, and financial impact of critical events and emergency incidents. To address and eliminate those failures, Everbridge began with a shared vision: empowering a single person to communicate with any number of people as easily as communicating with one person—to ensure continuity of operations, protect assets, minimize loss, and save lives.

Everbridge brings technology and expertise together at every level for a complete solution. Our solutions have the flexibility to match your unique needs, from safety and survival during a crisis to cutting costs and achieving efficiencies in your everyday operations. Our understanding of mass notification and interactive communication challenges is leveraged in everything we do, from how we build our technology from the ground up to the expertise of the people we hire and best practices we share with the community.

Over the years, Everbridge has been recognized numerous times as being a leader in the marketplace. Our credentials include being rated in the top tier of crisis communication and mass notification system providers by every respected analyst firm, including Gartner, Forrester Research, Yankee Group, and Frost & Sullivan. Gartner positioned Everbridge in the top spot in the *Leaders* section of their Emergency/Mass Communication Magic Quadrant report. Most recently, Everbridge won the Platinum Award for Best Mass Notification System given by Government Security News (GSN) in their GSN 2013 Border Security Awards. The Platinum Award represents the first place position in the Border Security Awards.

As any organization would be, we are proud of credentials such as those mentioned above. But there are other ways to demonstrate our capability to successfully accomplish this project. For example:

> **In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**
>
> **In a span of *only four days,* Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

***Those* are the credentials that really count.**

c. **Overview: It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.**

   Everbridge acknowledges the City's stated overview.

d. **Evaluation Method: Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.**

   Everbridge acknowledges the City's stated evaluation method.

8. IMPLEMENTATION

a. **The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.**

   Everbridge is committed to using best practices in our clients' use of Everbridge, from implementation to system utilization. Everbridge provides the following Marketing Resources

   Letter template—Everbridge provides a template letter that the City may customize and send to residents and businesses providing an overview of how mass notification works and why the City has chosen to implement the Everbridge system. This information may also be posted on the City Web site. Created in Microsoft Word.

   Opt-in/opt-out instructions—The City may edit these instructions or use them as-is to mail to residents and businesses directly, include as inserts in other mailings, or post as flyers in key, high-traffic areas, such as City Hall, post offices, libraries, and other public areas. Created in Microsoft Word.

   Web site buttons/links—Everbridge will provide "Add my information" and "Remove my information" buttons for inclusion on the City Web site to encourage residents to click through to the Everbridge SmartRegistration opt-In/opt-Out feature.

   Press release/media announcement—Everbridge includes as part of the Everbridge Citizen Outreach process a template press release that can be issued by the City or jointly with Everbridge announcing the City's purchase and implementation on the Everbridge Citizen Alert mass notification system. The City can distribute this release across the newswires, issue it on the City Web site, and/or distribute the release to journalists and other media contacts for inclusion in local, regional, or national publications. Everbridge reserves the right to review final press releases prior to distribution and publication and can make a spokesperson available for media interviews. Press release created in Microsoft Word.

   Public Relations Company—Additionally, if needed, Everbridge will make our PR company accessible to the City to assist as desired in writing articles, releases, and other items to support the effort.

The SmartRegistration opt-in portal, in concert with the Citizen Outreach process, will be very effective for allowing citizens to register for Everbridge SmartGIS for Citizen Alerts. Citizens and businesses may sign up for alerts, add or correct contact data, and specify the best way to reach them in an emergency or for routine communications. This is also a very useful feature for obtaining special needs population data; citizens can indicate their individual needs (handicap characteristics, oxygen dependent, non-ambulatory, chemical storage on-site, etc.). In addition, it takes some of the data management responsibilities off of the City.

b. **The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.**

Everbridge Mass Notification offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.

Notification Dashboard Reporting (Real-time Reporting)

The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions.

The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.

Broadcast Reports

The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.

Detailed Notification Analysis Reports

The third type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched form the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).

Customizable Ad Hoc Reports

Everbridge also offers drag-and-drop ad-hoc reporting, which enables customers to create customized reports using any of the contact information fields, including custom fields, to fit specific needs. A graphical view of the reports may also be displayed for quick data analysis. With the ability to build customizable ad hoc reports, your reporting options are virtually unlimited.

c. **On-site training shall include:**

   i. **Two (2) general users from the City**
   ii. **Two (2) system administrators to manage the system operation and configuration and set up users.**

   In addition to providing pricing in the City's required format, Everbridge has provided an enhanced price quote (see Appendix 1) that includes a day of on-site training as well as a description of what that day will entail.

d. **The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.**

The Everbridge Client Care team is available to you at any time of day or night—24x7x365—via the Internet, e-mail, and telephone. Our Client Care staff members are Everbridge employees who are located on-site. We do not outsource our client care services to third-party entities. When you call Everbridge Client Care, you are getting a professional who is well-versed in the Everbridge Aware system and is more than capable of assisting you, no matter what your need may be.

Depending on the purpose of your call, the Everbridge support representative may be able to take care of your need immediately. If the issue cannot be resolved immediately, then based upon the case description and urgency, the Everbridge support representative will assign a priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Everbridge system.

Priority	Description
Minor	• Inquiry regarding a routine technical issue; information requested on solution capabilities, navigation, configuration, defect affecting a small number of users. • Minor problem or question that does not affect the quality of contact data, notification initiation and delivery, or notification reporting. • Enhancement requests, mission or erroneous documentation. • Acceptable workaround available.
Moderate	• Service is operational but partially degraded for some or all users. • Problem with non-critical feature or functionality that does not affect the quality of contact data, notification initiation and delivery, or notification reporting. • Short-term workaround is available, but not scalable.
Serious	• Major functionality is severely impaired or significant performance degradation is experienced. Issue is persistent and affects many users; however, operations can continue in a restricted fashion. • Notification initiation and delivery or notification reporting are experiencing degradation in performance, but are still operational. Does not impact the quality of contact data. • No reasonable workaround available.

Critical	• Critical issue affecting all users, including system unavailability and data integrity issues. • Notifications cannot be sent or the quality of the message has been severely impacted, notification reporting is unavailable, or contact data quality has been compromised. • No workaround available.

Client Priority

In addition to the Everbridge priority, clients can communicate the priority of the case within their organization by setting the Client Priority field. This field is accessible when submitting or editing cases form the Client Portal and can be communicated via phone or e-mail. The Client Priority will ensure that support specialists have an understanding of the importance of the issue to you and will automatically move the case ahead of other cases submitted at the same time with the same priority.

Case Notification

Clients can expect to receive notification that a case has been created. The notification will include the case number for tracking purposes, the support representative or queue assigned to the case, a summary of the inquiry, and the severity level that has been assigned. For phone inquiries, notification of the case creation should occur during the call; however, clients can request an e-mail confirmation as well.

The response time for initial case notification depends on your support level:

- Standard support—2 business hours
- Premium support—30 minutes

Appendix 1

Everbridge has included in Appendix 1 an enhanced price quote as well as a short section regarding our legal comments and exceptions to Terms and Conditions.

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SYSTEM INCLUSION
Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage
Unlimited US Emergency and Critical Messaging
Unlimited US Non Emergency Messaging

Access
1 Organization
Single Location Contact Data Store (in USA, UK, Canada)
Unlimited Administrator Access to the Everbridge System
Unlimited Nested, Static and Dynamic Groups

Key Notification Features
Integrated Geo Notification Capability
InstaBridge Accessibility for Conference Calls
Polling Accessibility for Active Data Collection
Integrated On-the-Fly and Aggregated Notification Capabilities
Multiple Language Text to Speech Access
Interactive Dashboard for Organizational Activity Summary
Up to 13 Contact Paths
Graphical and Ad-Hoc Reporting
Unlimited Notification Templates
Unlimited Custom Fields, and Opt In Subscriptions

Contact Data Management
Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP

Mapping Tools
Automatic Real-time Geocoding
Redundant Standard Background Maps
Shape and polygon Management System

Additional Resources
Mobile Notification Initiation Applications for iOS and Android
Customer Branded Public or Private Contact Self Serve Portal

Set-up & Implementation
Dedicated Implementation Specialist / Project Manager
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast
Unlimited Access to Everbridge University

505 N Brand Blvd, Ste 700
Glendale CA 91203 USA
t 888.366.4911
f 818.545.7040
www.everbridge.com

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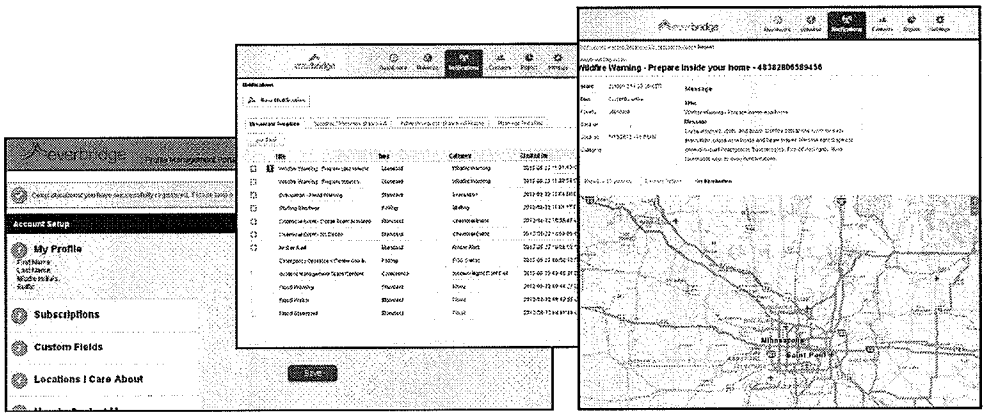
Mass Notification

Everbridge Mass Notification *enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency.*



Anticipate, Target, Communicate

- Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
- GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
- Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device in addition to supporting escalation workflow throughout the organization.
- Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
- Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
- Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
- Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.

Advanced Mobility and Connectivity

- Brings the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
- Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
- Benefit from reporting and analytics with a native interface designed for the operating system of the device.
- Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

Global Ready

- Personalize your reach to a global audience by broadcasting messages globally, in any language.
- Multilingual text-to-speech capability enables you truly to localize communications.
- Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.

- Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
- Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
- An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
- Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

Geo-Intelligent Tools

- Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
- Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
- Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
- Load, geo-code and manage contact data within a single interface and in real-time.
- Search address, location or point of interest and exclude contacts based on location or other attributes.

Flexible, Customizable Contact Management

- Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
- Update groups and custom fields without compromising information from HR systems.
- Organize and categorize contact data in a way that is meaningful to your organization.
- Search or filter contacts on any attribute or combination of attributes within the contact's profile.
- Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
- Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.

Report, Analyze, Understand

- Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
- Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
- Launch frequently requested reports on-the-fly with Quick Reports.
- Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
- Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

Positive User Experience

- Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
- Separate user and contact management that uses role-based access controls.
- Account and Organizational hierarchy structure.
- Comprehensive self-service administration.
- Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.

The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.

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Everbridge Legal Comments & Exceptions

Everbridge, Inc. respectfully requests the opportunity to present comments and exceptions to the contractual terms and conditions of this RFP. If any of the comments or changes will result in the denial of an award to Everbridge, Everbridge respectfully requests the opportunity to present our explanation and rationale regarding such comment or change to the City of Fayetteville prior to a final determination.

We also note that because the Everbridge products are software as a service ("SaaS"), our standard service agreement provides for licensing language customary to SaaS-based products that is unique to the type of services provided, and which by their nature may vary substantially from other standard contracts, particularly those such as consulting contracts which focus on professional services and on-site work. These license terms also protect our intellectual property rights which are essential to our business. We respectfully request that these specific terms in our Core Platform Service Agreement (included in the pricing section) be added to the final contract with the City.

Section A. General Terms and Conditions

13. Indemnification: Everbridge respectfully redirects the City to Sections 9 and 10 of the Everbridge, Inc. Core Platform Services Agreement in lieu of the language of this section.

16. Payments and Invoicing: Everbridge is willing to remove the verbiage related to interest fees and penalties for late payment from Section 2 of the Everbridge, Inc. Core Platform Services Agreement should a contract be awarded. Please note that we can accept credit card payment up to $20,000 only.

17. Cancellation: Everbridge respectfully redirects the City to Section 5.1 of the Everbridge, Inc. Core Platform Service Agreement in lieu of the language in this section.

18. Assignment, Subcontracting, Corporate Acquisitions, and/or Mergers: Everbridge cannot agree to seek permission from its customers in the event Everbridge merges, is acquired by, or transfers substantially all of its assets.

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Everbridge Enhanced Price Quote

In addition to the price bid in the format required in the RFP (shown below), please also see the additional Everbridge price quote that follows. (Please note: The pricing table below is taken from the Signature Submittal Form provided by the City of Fayetteville.)

Service	Unit Price	Cost
Initial Service Established	Lump Sum	$21,577.85
Implementation	Lump Sum	$1,726.23
Training	Lump Sum	$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

7/16/2013: Andrea Foren:
Note: Pricing was revised along w/the needed services. This page was submitted w/the final response from Everbridge; however, it is not the final agreed upon pricing. AF

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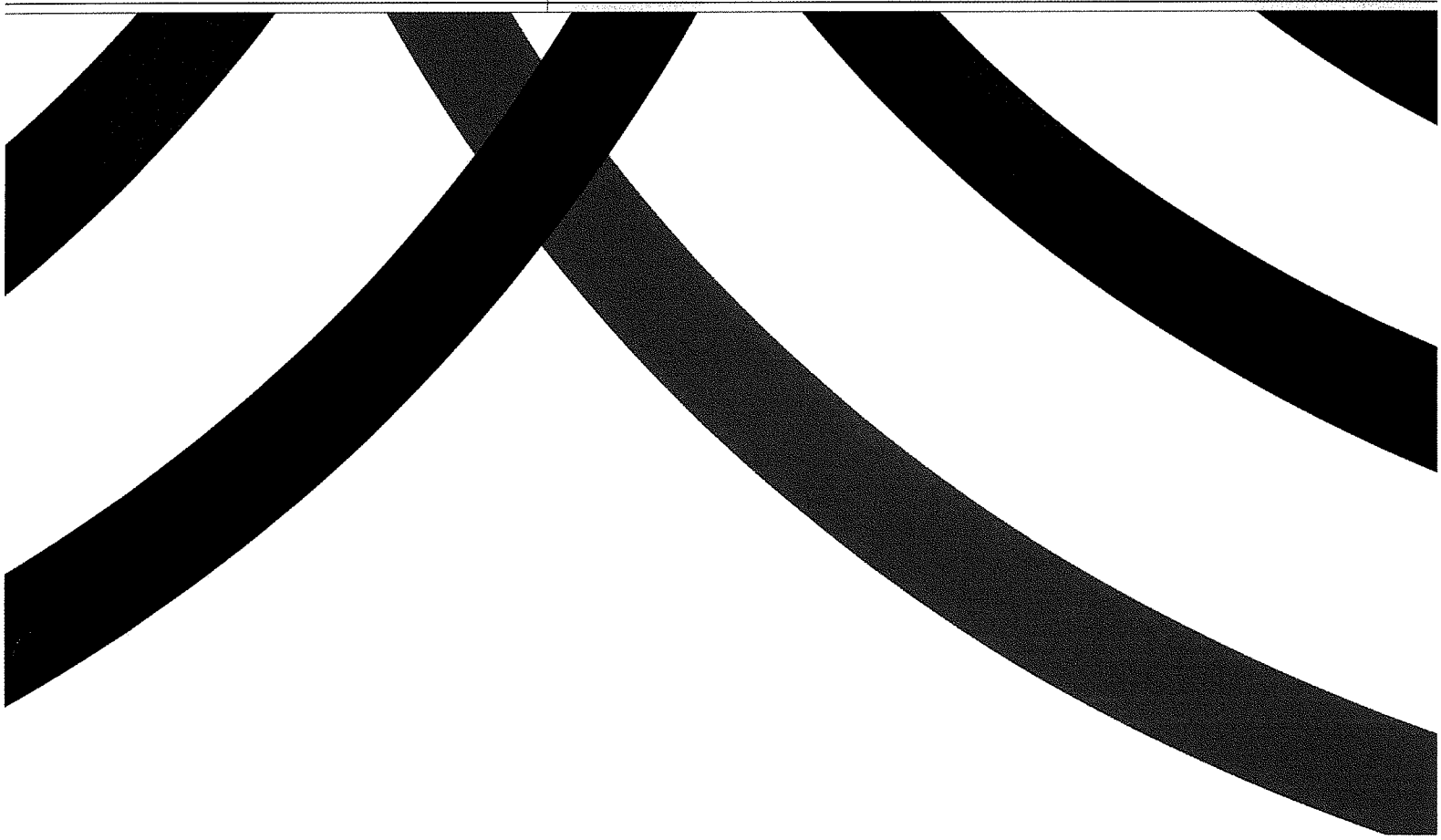
Response to RFP 13-07

Emergency Notification Services for the City of Fayetteville



Emergency Notification Services

Response to RFP 13-07

Presented to:

The City of Fayetteville

5/24/2013

Prepared by:
Chadd Steinhauser
Everbridge
500 North Brand Blvd, Suite 1000
Glendale, CA 91203 USA
1-888-366-4911

Non-Disclosure

This proposal contains business, technical, and financial information that if disclosed would result in substantial injury to Everbridge's competitive position. Everbridge requests that such data be used only for the evaluation of this response and not be shared with outside parties.

5/24/2013

Andrea Foren, CPPB, CPPO
City of Fayetteville
Purchasing Division - Room 306
113 W. Mountain
Fayetteville, AR 72701

Re: Emergency Notification Services

Dear Ms. Foren:

On behalf of Everbridge, I appreciate the opportunity to present this comprehensive proposal to the City of Fayetteville in response to your RFP. Based on your requirements, I am confident the Everbridge Mass Notification solution will meet and exceed your needs and expectations.

I hope to have the chance to add your organization to our growing base of satisfied customers and look forward to being chosen as your mass notification service provider and partner in the years to come.

Best regards,

Chadd Steinhauser
Everbridge, Inc.
Account Executive, State & Local Government
(818) 230-9843

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Executive Summary

Everbridge is uniquely qualified to provide a complete notification solution with the appropriate expertise, support and applicable experience to ensure the City of Fayetteville's move to a next generation notification platform is a long term success. Eleven years ago, the Everbridge team made the decision to pursue a complete communication solution that ties the process of notification with the missing piece of accurate human feedback from the recipient. The final piece of the puzzle was to provide results of those broadcasts in easily accessible, understandable, and fully customizable reports.

Everbridge is dedicated to understanding and supporting the operations of our customers. We recognize the reality that our jobs, every day, help save lives. We collectively cheer our partners' success stories and buckle down when they require our additional attention. This executive summary provides a brief overview of the information that follows in this complete RFP response – Everbridge, as a whole, looks forward to working with the City of Fayetteville and is currently conducting internal strategic meetings to ensure we meet your goals effectively and continuously exceed your expectations of the market leader.

Experience – Everbridge has relevant experience providing fully integrated systems, multiple county systems, complete statewide systems, as well as effective implementations to the smallest of towns.

Data Management - Data is the fuel to the notification engine. It must be as pure as possible. To that goal Everbridge has a dedicated data team who constantly expands our tools to allow for every form of data entry and maintenance. With five options available for data management at no additional cost, customers may enter a single record at a time or have their data system linked directly with Everbridge for real time data updates.

Citizen Opt-in programs are the future of an efficient and effectively targeted communications program. Six years ago Everbridge led the market with the release of our customized SmartGIS offering. The ability for an organization to customize their opt-in notification offering to the specific local programs that are relevant to their citizens was an immediate success. Providing the ability to collect information on your Access and Functional Needs population's specific communications requirements, Senior Citizens communications programs, volunteer identification by location and specialty as well as automatic programs like weather alerts.

Reporting– When the notification is all done, it is the reporting tools that make sense of the broadcast. The reports provide the data at the fork in the road of "what happens next." From simple notification summaries to detailed graphical analysis in the form of pie charts, bar charts and active tables, all data from the system is available in a single Web interface or via extracts into PDF or Excel.

Best Practices – It is well known that Everbridge provides system use guidance to both our customers as well as a large number of our competitors' customers through our series of free Best Practice Webinars and Whitepapers. Everbridge continues to develop industry-specific content, compile post-disaster best practices reviews for distribution, and freely provide industry expertise to those who want to move up the ladder of knowledge and qualification.

As a member of the review panel, you are encouraged to review some of the content we have developed. Search "Everbridge" on YouTube to review industry information as presented by Dr. Robert Chandler. Visit the Everbridge Resource Center and download any number of White Papers and other information based on his methodologies.

Strategic Vision – The two most senior people in our technology department have PhDs and degrees from MIT in software design, architecture, and strategy. Everbridge has invested heavily in their support teams to keep our technology firmly established as the system to beat in the market. The Everbridge technology team works with key customers, soliciting their input and system development suggestions through a well developed customer testing and feedback program. Everbridge would like to add members from the City of Fayetteville to the customer group that provides input and direct influence on system development.

Unique Technology Offerings – A number of years ago Everbridge looked at the 30 million members in our system and thousands of customers successfully using the service and asked "what else can we do with a global notification system?" Available as part of an overall premium package or as individual modules the following technologies provide smart options to consider around an overall Inbound Social Media Strategy, a complete Mobile Strategy, a Weather Strategy, and a Network Effect of sharing information across multiple entities - all in a single console alongside your notification strategy.

Interactive Visibility (IV) –Everbridge has designed a system to provide up to the minute real world feedback from the field. Everbridge can actively scan social networking sites and alert you when certain keywords, hash tags, or locations you have interest in are being posted or discussed more often than usual (using the words Boston and Bomb in the same Twitter post as an example). When an increase in social network posts is detected you and your team will be alerted and may view geo-tagged posts on the Everbridge map. In addition, you can view posted pictures, relevant on the scene information, or respond to tweets directly from the Everbridge system.

Training - Our training team is fully provisioned and dedicated every day to the ongoing development of relevant training materials, programs, and always available training processes. Users at all levels of access and application will be properly trained with verification testing to validate product knowledge and retention and ongoing regional training workshops will be coordinated. In addition, live Web-cast training will be conducted at regular intervals for those staff members who cannot attend on-site sessions.

Cost Proposal – In the attached pricing package we have provided the following pricing:

Fully Provisioned/Fully Supported/UNLIMITED SYSTEM USE – This option is fully provisioned with a deep involvement of our Professional Services team, coupled with ANNUAL UNLIMITED SYSTEM USE – all call types, all contact paths. The additional benefit of a fully unlimited system provides the ability to share the system across multiple departments at a flat annual rate. Then the question becomes "why not use the system" instead of "who is going to pay for that if we use the system?" The key to ongoing sustainability is getting a return on investment through more use of the system across many different departments.

Typical fully provisioned agency use cases (based on current Everbridge clients):

- Police – Used for missing persons, shift calls, crime updates, safety reminders, SWAT, Bomb Squad and other special teams
- Fire – Used for emergency call in of extended personnel, fire safety issues, communication with volunteers, situation escalation, Search and Rescue, evacuation notices
- Department of Health – Pandemic updates, immunization reminders or information to seniors, Point of Distribution (POD) information
- Municipal Services – Road closures, power outages, service disruptions
- Water/Power – Boil water alerts, loss of service, bill payment
- Senior Services – Daily wellness calls, senior activity programs, medical updates
- Access and Functional Needs Management – locate and identify various Access and Functional Needs (AFN) groups for specific communication during disaster (send specific information to homes where people are in wheelchairs or confined to a hospital bed)
- Department of Mental Health – communication to clients during regional events about availability and location of pick up for medicine. Updates to clients about treatment options. Wellness check-in following any extended in-house treatment program
- Department of Environmental Health – communication with public access points (restaurants, public pools etc) about recalls, breakouts, shut downs, warnings, regulations
- Department of Justice/Courts – Court Appointments, Fines, Tax Relief, Court Closings, internal communications (between judges, lawyers, clerks, etc.)
- Department of Agriculture – Recalls, E-coli, Food Providers, Processing plants
- Department of Transportation – Internal Staff recalls, Road Closures, Construction
- Department of Information Technology – System and Server Issues, Service and Maintenance Updates
- Department of Transportation – Internal Staff recalls, Road Closures, Construction

Conclusion - We encourage the City of Fayetteville evaluation team to look closely at the key areas mentioned above. Our exclusive focus in the mass notification space for the past 11 years has not only resulted in recognition by many third-party groups such as the American Hospital Association and the American Healthcare Association, but also by leading industry analysts including Gartner, the Yankee Group, Frost and Sullivan, and Forrester Research. We believe you will find beyond the checklists of features in the typical evaluation that Everbridge excels in the core fundamentals of a notification platform. Focus and success in these areas will ultimately lead your team to a proven provider that will not only deliver reliable communication for your organization, but will become a partner in your communication process.

We thank the City of Fayetteville for the opportunity to present the Everbridge system and are pleased the requirements of the RFP correspond very well with the strengths of the Everbridge Solution Suite. As you will see by reviewing our response, we are poised to swiftly and effectively implement our solution to arm you with a system that will dramatically improve your communication process with your residents.

We encourage doing demonstrations of finalists before purchasing a system, considering that ease of use will be such a huge part of the success of an emergency notification system. We would be happy to demonstrate the Everbridge solution at your convenience in an effort to further support our RFP response. We look forward to the opportunity to work together.

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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 13-07, Emergency Notification Services
DEADLINE: Friday, May 24, 2013 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Saturday, May 04, 2013

REQUEST FOR PROPOSAL
RFP 13-07, Emergency Notification Services

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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

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

Name of Firm: Everbridge, Inc.

Contact Person: Chadd Steinhauser Title: Account Executive, State & Local Govt.

E-Mail: chadd.steinhauser@everbridge.com Phone: (781) 373-9843

Business Address: 500 N. Brand Blvd., Suite 1000

City: Glendale State: CA Zip: 91203

Signature: Date: 05-21-13

Marie-Laure Leglise, Vice President of Finance

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION E: Signature Submittal

1. Disclosure Information

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

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

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

___X___ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

Name of Firm: Everbridge, Inc.

Name of Primary Contact: Chadd Steinhauser

Title of Primary Contact: Account Executive, State & Local Government

Phone#1 (cell preferred): (978) 799-8517 Phone#2: (781) 373-9843

E-Mail Address: chadd.steinhauser@everbridge.com

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	Marie-Laure Leglise	05-21-13

4. PRICE BID:

Service	Unit Price	Cost
Initial Service Established	Lump Sum	Please see additional page provided to include full pricing description.
Implementation	Lump Sum	
Training	Lump Sum	
Cost per usage per minute (standard fee)	Per minute	
Cost per minute (above standard fee)	Per Minute	
Cost per call/minute for any notifications above the base number	Per call/minute	
Setting up database (if any)	Lump Sum	
Database Maintenance - Quarterly	Lump Sum	
Acceptance Testing	Lump Sum	

Proposers are cautioned to use the forms provided and to provide the pricing information in the requested format. If additional space is required to explain pricing in full, please note such on the "Cost" section above. Pricing shall be presented in a clear manner.

5. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

6. Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Marie-Laure Leglise

COMPANY: Everbridge, Inc.

PHYSICAL ADDRESS: 500 N. Brand Blvd., Suite 1000, Glendale, CA 91203

MAILING ADDRESS: Same as above

PHONE: (818) 230-9700 FAX: (818) 484-2299

E-MAIL: marie.leglise@everbridge.com

SIGNATURE:

TITLE: Vice President of Finance

DATE: 05-21-13

Service	Unit Price	Cost
Initial Service Established	Lump Sum	$21,577.85
Implementation	Lump Sum	$1,726.23
Training	Lump Sum	$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

City of Fayetteville
RFP 13-07, Emergency Notification Services
SECTION D: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Everbridge, Inc.

NUMBER OF YEARS IN BUSINESS: 11+ HOW LONG IN PRESENT LOCATION: Glendale since 2005

TOTAL NUMBER OF CURRENT EMPLOYEES: About 200 worldwide FULL TIME 0 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: N/A* FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) **GOVERNMENTAL** REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. State of Connecticut
COMPANY NAME

1111 Country Club Rd., Middletown, CT 06457-2389
CITY, STATE, ZIP

Stephen Verbil, Emergency Telecommunications Manager
CONTACT PERSON

(860) 685-8080
TELEPHONE

(860) 610-6294
FAX NUMBER

stephen.verbil@po.state.ct.us
E-MAIL ADDRESS

2. Monroe County, IN
COMPANY NAME

119 West 7th Street, Bloomington, IN 47404
CITY, STATE, ZIP

Ivan Lee, Public Health Coordinator
CONTACT PERSON

(812) 349-2849
TELEPHONE

(812) 349-3353
FAX NUMBER

ilee@co.monroe.in.us
E-MAIL ADDRESS

3. Pierce County, Washington
COMPANY NAME

2501 South 35th, Suite D, Tacoma, WA 98409
CITY, STATE, ZIP

Ken Parrish, Emergency Management Program Manager
CONTACT PERSON

(253) 798-6597
TELEPHONE

(253) 798-3307
FAX NUMBER

kparris@co.pierce.wa.us
E-MAIL ADDRESS

4. South Central Task Force**
COMPANY NAME

381 Independence Ave., Mechanicsburg, PA 17055
CITY, STATE, ZIP

Brian Radcliffe, IT and Project Consultant
CONTACT PERSON

(717) 329-2894
TELEPHONE

(860) 610-6294
FAX NUMBER

brian.radcliffe@rbrtechnology.biz
E-MAIL ADDRESS

*Everbridge does not break out employees for specific contracts.

**This is an eight-county combined system in Pennsylvania.

Scope of Services and General Information

1. BACKGROUND

a. **Located in the Northwest corner of Arkansas and surrounded by the breathtaking Ozark Mountains natural beauty frames Fayetteville. With a population over 73,000, and nearing half a million regionally, Fayetteville has all the resources and advantages of a large city, yet its unique quality of life and heritage set it apart.**

2. INTENT

a. **The City of Fayetteville, Arkansas is interested in contracting with a company to provide emergency notifications to the citizens of Fayetteville, AR. The system chosen shall provide mass notification in a rapid manner from a single source.**

Everbridge is the leading provider of Mass Notification and Emergency Communication systems. As we describe later in our response to the *Company Organization* section of the RFP, some 30 million members are within reach of the Everbridge system, which ranks us as the single largest notification company in the marketplace. A stand-out leader in the State and Local Government vertical, we have customers ranging from the smallest of towns all the way to entire states such as the State of Connecticut.

Our experience is broad. And it's personal. It was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Our system has proven its ability to provide mass notification in a rapid manner from a single source time and time again. One of the best examples is the one below, which we note later in our response:

> **In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**
>
> **In a span of *only four days,* Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

We are glad the City of Fayetteville is interested in providing emergency notifications to your citizens. Emergency notifications have the potential to save lives; therefore, your choice of provider is not one to be taken lightly. We hope our response to your RFP provides the information you need to seriously assess our solution offering. In addition, we urge you to ask questions if you need more information or just need clarification. Everbridge does not want to simply sell the City a product and then disappear. When we say we want to become your partner, that's exactly what we mean.

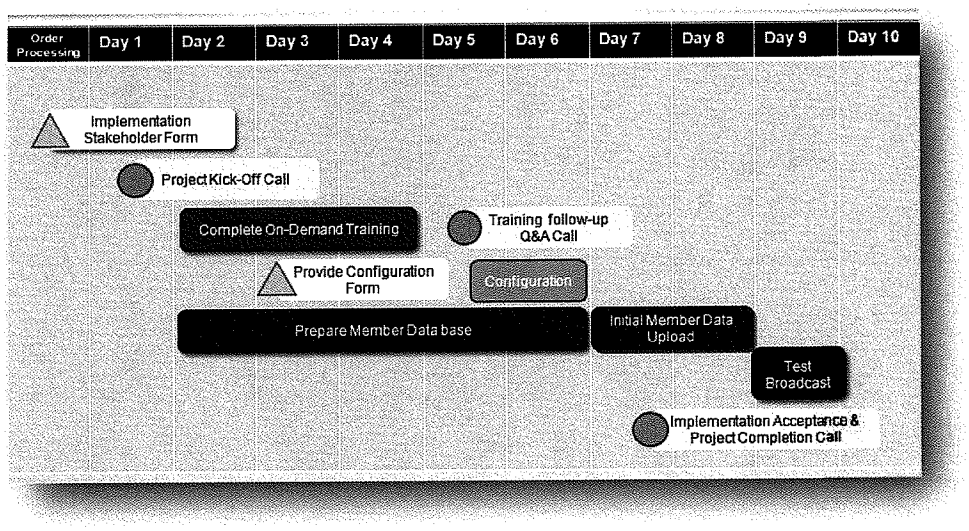
3. APPROACH

a. **Proposer shall provide a description of the method(s) which will be used to successfully accomplish the City's project. Proposers shall include a "time line" chart depicting project milestones (in calendar days) after the Notice to Proceed to indicate when all required services will be provided.**

Because Everbridge products are offered on-demand as a service over the Internet and telephone, no hardware or software installation is required, and the implementation life cycle for our products is designed to quickly enable your organization to benefit from the use of Everbridge.

Everbridge system implementations are a critical strength of our company and our implementation Milestones are straightforward and simple. The Everbridge Client Services Implementation team is typically able to get clients fully deployed within 10 days; however this is dependent on the complexity of the implementation project, and we work with your project team to scope a project to fit your organizations business needs.

An Everbridge Implementation Specialist will be assigned to work with your project team as the single point of contact, and will be available to ensure the success of your project. Below is a sample implementation project overview.



4. GENERAL

a. **The company selected shall have the calling equipment and lines installed at multiple locations. These are not to be in Washington County, Arkansas.**

Everbridge architecture is designed to provide a true zero point of failure system. We employ two, SOC 2, top tier datacenters for all of our test and production systems in an Active-Active configuration. Data is continuously replicated (every 15 milliseconds) between our facilities, and each site can provide the full range of Everbridge services. If service is disrupted at either site, all traffic is dynamically rerouted to the other site so that Everbridge's systems and services remain constantly available.

Each site is designed with full redundancy from top to bottom. Dual network uplinks feed dual routers, fully meshed with dual load balancers, which secure the front-end network with tight controls. Each tier of servers is clustered using MongoDB, which allows for real-time load balancing and failover between nodes, and affords easy scalability to meet increasing demand.

b. Access to the service shall be secure and limited to the staff authorized by the City.

All transfer of personal information on https://manager.everbridge.net is secured by encrypted user names and passwords, and the industry standard Secure Sockets Layer (SSL) protocol. SSL prohibits other Web users from gaining access to a client's confidential information, and helps protect against the loss, misuse, and alteration of your information. Everbridge's 256-Bit SSL/TLS certificate was obtained from GeoTrust.

Everbridge utilizes intrusion detection systems to constantly monitor our production environment. Additionally, we undergo vulnerability assessments, penetration testing, and external audits to assess our system security. Vulnerability assessments are conducted monthly, penetration testing quarterly, and external audits yearly. We adhere to NIST SP800-53 REV3 security framework, and conduct annual certification and compliance testing against the SSAE16 SOC 2 – Type II and FISMA standards.

c. Access for message creation shall be provided by Internet, voice, and telephone touch tone dialing from anywhere.

The primary access point for the Everbridge platform is the Web based interface that is accessible on any computer Web browser. Additionally we have a native mobile application for Android and iOS devices. For other mobile devices there is a mobile formatted Webpage for easy access on any type of device including Blackberry, Windows Phone, and Symbian operating systems. If you are unable to access the Web interface for any reason our phone support is available 24/7/365 to initiate a broadcast on your behalf.

d. Messages shall be able to be delivered in these methods:

- **i. Land lines**
- **ii. Cell phones & smart phones (Voice and Text)**
- **iii. Alpha and digital pagers**
- **iv. PDAs**
- **v. E-Mail**
- **vi. TTY/TDD**
- **vii. Social Media**

Everbridge supports a total of 27 delivery methods per member (6 phones, 5 phones with extension, 2 SMS devices, 3 email addresses, 3 TTY/TDD device, 1 Everbridge recipient app (Android or iOS), 1 TAP Pager, 1 Numeric Pager, 3 Fax numbers, 1 plain text email 1-way and 1 plain text email 2-way). The paths are customizable; allowing your administrators to set up as many or as few of each type as needed. Additionally we support a HTTPS publishing option that can use APIs to integrate with a host of other systems and Web portals. In addition, Everbridge can send posts to Facebook and tweets on Twitter.

e. **The system shall provide for the creation of lists of individuals with common characteristics by the users.**

Everbridge complies. Everbridge offers layout and data element customization in a number of areas. The Member Portal is a fully self-serve registration and opt-in interface largely under the direct design control of the Client. Users may create custom Additional Information fields, enabling clients to store important contact data for which the system may not have default fields. Once the user-defined attributes are populated within member profiles, clients have the immediate ability to build an unlimited number of rules-based Dynamic Groups, and leverage these when searching, filtering, or targeting notifications.

f. **The system shall be compatible with ESRI GIS system for creation of geographic areas to be notified. Selection is to be map driven.**

Everbridge is compatible with ESRI ArcGIS shape files. A library of shapes can be loaded into the system and used to select contacts within a geographic area. Once a geographic area is selected the contacts can be filtered and excluded if desired. This allows you to utilize geographic notification while utilizing any additional information and dynamic groups that have been added into the system.

g. **Self registration for citizens with pagers, cell phones, fax, and pda's shall be provided.**

Everbridge complies. One huge advantage of the Everbridge self-registration portal is the level of granularity available in the setup and control. Fayetteville can determine which device paths they wish to make available for registration. This includes all 27 devices outlined in the answer to question (d) above.

h. **Message delivery shall support multiple languages with the selection to be made by the subscriber.**

Everbridge supports text to speech and prompts in Danish, English (UK + US), French, German, Italian, Japanese, Norwegian, Portuguese, Russian, Spanish (Europe + Latin America), and Swedish. The system will render the message in the appropriate language and provide text and voice prompts in the selected language.

i. **Provide for a response from the recipient using touch tone phones.**

Everbridge accepts up to nine responses for a message. This can be a simple confirmation of receipt or a choice of a multiple choice question. These responses are automatically logged and can be the basis for a follow up message. For example, a message can be sent and a follow up message can be sent to everyone with a confirmation status of no response, or of a specific polling response.

5. SCOPE OF WORK & SYSTEM REQUIREMENTS

a. **The City of Fayetteville, AR is seeking a vendor to provide a fully operational high-speed mass notification service system via a Web-based, fully hosted system without the acquisition of additional hardware, software or infrastructure. This Web-based system shall have no requirements requiring additional phone lines to be leased.**

The Everbridge system is a mass emergency notification technology enabling our clients to communicate very quickly, with any number of desired recipients, targeting a variety of devices for contacting those individuals (pagers, telephones, text messaging, email, etc.). The platform is hosted with full geographic redundancy, for all clients, in a shared Active-Active Software-as-a-Service (ACT-SaaS) solution. This means that all hardware, software, and capacity related to the notification system are hosted and centrally managed entirely by Everbridge and authorized Everbridge personnel only.

There are no hardware, software, or capacity requirements for our clients to implement internally within their organizations. The only requirement for Web-based access to the system is to leverage an Internet browser which supports HTTP SSL/TLS 256-Bit encryption. Everbridge also provide other means of access to the system, such as via telephone and Web-enabled mobile phones.

i. **This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. System shall serve to enhance communication and information to the public in emergency situations, such as tornado and severe weather, fire, bomb threat, and other critical City needs.**

Our Standard Implementation services include high-level training on features in the platform and access to Everbridge University which is our on-demand training system. In addition, we conduct periodic Webinars to provide information about best practices. Additional training is available through our Professional Services group, potentially for additional fees. The upload of client data is included as part of our implementation services, but clients have full control over formatting the data for upload to the system at any time. Should a client require additional data services, this can also be offered through our Professional Services team. Clients are able to easily use the Everbridge system to enhance communication and information to the public in emergency situations, such as during tornadoes and other severe weather events, fires, bomb threats, as well as for other critical City needs.

ii. **The system shall be real-time and multilingual with the ability to notify citizens of emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.**

Yes, using Everbridge's text or voice capabilities, clients are able to create and deploy message content in any desired language. Further, our system provides real-time status information on all notification campaigns, for any message launched, regardless of language. In regards to the management of the platform, Everbridge maintains all aspects of our notification system internally.

There are no additional costs associated. Our Standard Implementation services assist our clients in utilizing the system very quickly, but some level of client participation is required (providing data, settings, etc) to complete the implementation. Should clients require additional services, we have Premium Implementation services and offer custom Professional Services as well.

b. **System shall provide rapid origination and delivery of messages (real time) via a Web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract. System shall have redundant facilities in distinct geographical locations. Proposers shall provide an outline list of locations.**

Everbridge maintains dual corporate headquarters—one office in Boston, MA and an office in Glendale, CA. They are logically separated by geography, making it highly unlikely that an event will cause both centers to be closed simultaneously. Dual corporate headquarters make good business sense, especially for those of us serious about providing mass notification services. For example, during the Boston Marathon bombings and subsequent manhunt, staffing was increased in our Glendale office to handle additional calls into Everbridge support while the East Coast office was closed as a result of police orders. This enabled us to continue providing the 24x7x365 live voice support promised to our customers.

Redundancy is also built into our infrastructure. In fact, Everbridge's infrastructure is a distinguishing characteristic that sets us apart from all other notification vendors. It allows us to provide a guaranteed **minimum** 99.99% broadcast availability—the industry's highest guaranteed service level.

Our architecture is designed to provide a true zero point of failure system. We employ two, SAS70 Type II, Tier 4 datacenters in an Active-Active configuration for all of our test and production systems. Data is continuously replicated—maintaining our multiple datacenters are in sync with one another. Consequently, if one datacenter experiences a disruption, all traffic is immediately dynamically rerouted to another site—offering a seamless transition that is completely invisible to our customers. Each of our datacenters can provide the full range of services for all of our customers, and service remains available 24x7x365.

c. **No pauses before any message.**

The Everbridge system immediately begins to broadcast when the *send* button is pressed. The first message is often delivered within seconds of the message initiation.

d. **System shall have the ability to detect local telephone company infrastructure limitations and adjust the volume of calls as needed to increase efficiency. Proposers shall explain how the system will not jeopardize phone system (overload or telephone circuits) during an emergency when the need for the system to perform is high.**

Everbridge has detailed call throttling options that will help ensure local infrastructure is not overwhelmed in the case of widespread broadcast. One of our system's strength's is the rotational methodology that enables the system to attempt to reach many different types of devices in a short period of time. Call throttling and last mile issues are of concern to all customers.

We, however, have been successful formulating plans during events such as Hurricane Sandy where 10 million messages were sent over the period of a few days. With capacity at this level, Everbridge has also developed a verifiable and configurable call throttling mechanism.

Avoiding "Black Box" or "Magic" technology, Everbridge works with customers to determine maximum call throughput by region, local area, and when needed, by specific building. This throttling tool is not one you need to *have faith in*, but one that we can discuss, show, demonstrate, and confirm results from. In a market of wild, yet plausible-sounding technology processes, as well demonstrated by the so-called automatic throttling mechanisms employed by other vendors, the Everbridge team urges caution and suggests diving deep into the proof of these and other claims of technology easily discussed yet ultimately *hidden* from a user.

e. **Systems shall have safeguards against loss (downtime) during catastrophic events, electrical failures or Internet outages, etc.**

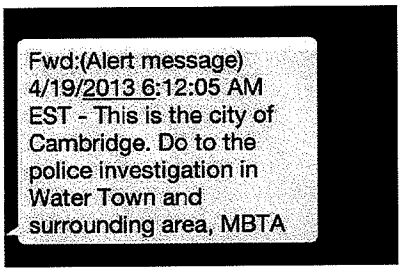
Everbridge has gone to great lengths to ensure that the datacenters used are hardened against nature and outside attacks. Each datacenter has redundant data and telephony connections, UPS systems, backup generators, and a comprehensive security policy. These redundant systems ensure that a datacenter can function in the face of single or double failure. Even if a datacenter does go down, the redundant active-active configuration allows Everbridge to send messages despite that loss. Everbridge's investment in infrastructure is a differentiator that ensures reliable service for all of our clients.

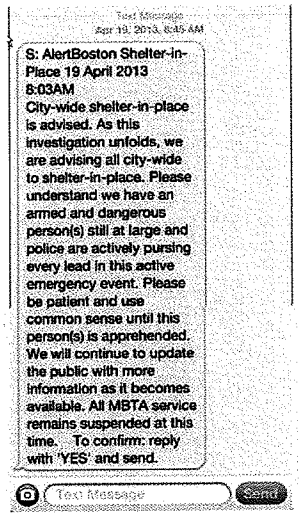
f. **Unlimited usages for emergency and non-emergency notifications.**

The attached quote contains a plan for unlimited usage.

g. **The proposed notification system shall have the capacity to provide a high volume of calls over a short period of time. Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.**

Everbridge is network agnostic. Utilizing plain old telephone services (POTS), we can ensure that our messages are given appropriate priority as the calls are placed. Messages will not be delayed or marked as spam. Please be careful about providers cutting significant corners that will result in messages being truncated, delayed, or not delivered. The same concept applies to SMS messaging. Everbridge uses SMPP over SMTP message delivery. This is native SMS and not an email gateway that can be used as a significant shortcut. The graphic on the following page shows the result when a message is sent using SMTP.





City of Cambridge (NOT an Everbridge Message)

Message is truncated due to use of SMTP. An incomplete message leads to confusion and frustration.

City of Boston (Everbridge Message)

Full message delivered through SMPP. Message is complete and clear.

h. System shall be in compliance with American with Disabilities Act requirements.

Everbridge is fully compliant with ADA requirements and supports TTY.

i. Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline), text, social network notifications and administrator Internet interface for transmitting a message.

Messages can be originated using the full desktop Web interface, a mobile application, an optimized mobile Web site, and a 24/7/365 toll free phone number to initiate a broadcast. Social network thresholds and national weather service alerts can also initiate a broadcast. Additionally, through our broadcast API we can configure notifications to be initiated by any other type of call, message, or alert desired.

j. Capacity for messages to be stored for use at later date.

Everbridge allows for the development of a message library that can be accessed at a later date to send a message. This message library can include preset voice and text messages, contacts, GIS shapes, and settings. A stored notification can be sent with a few easy clicks or edited prior to sending. Additionally broadcasts can be scheduled at a specific date and time or recurring interval.

k. Ability for cancellation of a notification prior to its completion via the Web interface or dispatch operator.

A simple click of a button will allow the message sender to cancel a notification at any time during its cycle, including prior to its completion.

l. Capability for recipients receiving calls to request that a message be repeated.

Using the touchtone keypad, recipients can replay voice notifications. The system will repeat a message as many times as the recipient requests.

m. The system shall have the ability to recognize live answer versus an automated answering device and wait until the greeting is completed to leave a message. Also, the message recipient shall be able to answer the phone and immediately hear the recorded message without a key press being required to initiate the message notification.

The Everbridge system has the ability to recognize a live answer versus an automated messaging device. However, we have found through our best practices that no matter how good the algorithm to make this auto detection, there will be errors due to differences in voice mail technologies. As a result the call recipient will need to press the "1" key after answering the phone. While this is a minor inconvenience the result is that virtually no errors occur during this process. Everbridge does not consider voicemails confirmations and will continue to attempt to contact the recipient via other device paths.

n. Capability for individuals to call into the system to retrieve any current messages from the City.

This is a feature that is considered as a future addition to the Everbridge Mass Notification suite. This feature has been requested at lower and lower rates due to the addition of adoption of SMS messaging, mobile email, and our exclusive mobile member application that allows for all message to be stored, read, and retrieved at a later date if desired.

o. Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.

Everbridge has processes in place that deal with each of these. Regarding duplications, Everbridge will only contact a number the first time that it is in a specific device path. For example, if two people register the same home phone number, that number will only be contacted one time. Wrong Numbers and Hang-Ups will be recorded as such in the Everbridge system. Our system will also record when a voice message is left instead of live person answering. Digital and Analog phones are treated the same since all calls are place through POTS. TTY is fully supported by Everbridge.

p. Explain systems backup in place to secure client information.

Everbridge has active-active datacenters that are replicated every 15 milliseconds ensuring all data uploaded is stored in at least two places. Additionally we make daily backups that are encrypted and stored off site in a secure location. We contract with Iron Mountain, a leader in BC/DR that ensures in the absolute worst case (total multi site failure or destruction) we can recreate our system and data within four hours.

q. Capability for a City administrator to have complete management of the system.

Fayetteville will have complete management and control of the system. The data stored in the system belongs to you, not Everbridge. Not all vendors return opt-in and E911 data to customers. Make sure that you know what you are getting when you purchase E911 data, we will show you our sources and the contents to the lists loaded. All user management and control will be in the hands of your administrators. We are here to help 24/7, but it is your system to use and manage.

r. **System shall be able to provide knowledge to citizens, so the difference between a general notification call and an emergency notification call.**

Everbridge has different headers and footers and voice greetings for Emergency and general notifications. Appropriate use of these will help you manage your notification program and get the best response rates from your citizens. Part of the Everbridge process is to assist with the management of your program so that you get the most out of your system.

s. **System shall be based on the National Weather Service's polygon methodology and not rely on FIPS codes, City warnings or regional warnings as the City desires to geographically target calls to reach only those in the projected path of the storm. This is anticipated to reduce false notifications.**

Everbridge uses NWS polygons as provided through AccuWeather. Everbridge allows for two types of weather alerting. Automatic weather alerts will notify recipients based on predefined thresholds and settings. Manual weather alerting will allow Fayetteville to view the weather notifications and polygons in the GIS system and determine what message to push through to the recipients in the affected area. These methods ensure the level of control and options necessary to run a successful weather notification program.

t. **Notifications shall be able to be launched within seconds after an announcement has been issued by the National Weather Service.**

   i. **No City action shall be necessary or required to initiate the notification.**
   ii. **Proposers shall include in response the number of seconds an announcement will be pushed out after an announcement from the National Weather Service as the City desires a system with instant notification.**

As explained as part of question s there is no action necessary by Fayetteville to initiate a weather alert broadcast (however for some types of broadcasts this is possible if desired). As the National Weather Service initiates the announcement they appear in the Everbridge system and are forwarded in a matter of seconds. During critical events, there is no time for delays. The message will be sent out within seconds, provided critical moments to seek shelter in severe weather.

u. **System shall have the capability for citizens to sign up to receive notifications for a combination of weather warnings. Residents shall have the ability to indicate what types of weather notifications they would like to receive (e.g. tornado warning, flash flood warning, severe thunderstorm warning, etc.)**

When citizens are signing up into the member portal one of the options for Fayetteville to configure is weather alerting. Citizens can subscribe to the types of weather alerts that desire. However, in the settings certain types of weather alerts can be made mandatory as part of the registration process. For example, This could mean that citizens will need to subscribe to tornado watches and warnings, but may opt out of cold weather warnings. Users can also specify a quiet period for non-life threatening alerts.

v. **The City prefers to have a system which has an app which will function for sign ups, setting preferences, etc. App should be smart phone friendly for multiple smart phones and carriers.**

Everbridge has a mobile application for Android and iOS that can be used for two way messaging systems. For the purpose of registration, Everbridge uses a Web portal that is compatible with all devices including smartphones. This ensures the highest number of possible opt-ins.

w. **The Vendor shall provide a database comprised of residential and business data for our community at NO additional charge. The system shall also have the capability to import data from other databases (e.g. 911 database, utility data, etc.)**

Everbridge will populate the system with publically available data for no extra charge. All data belongs to Fayetteville and NOT Everbridge. If you leave us at the end of your contract, your data will be provided to you in a CSV file. We will not hold your data hostage. We can also easily import data from other sources like the ones mentioned.

6. EXPERIENCE

a. Personnel:

i. **Staff: The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.**

From initial contact with our account executive to being fully implemented and beyond, Everbridge customers have access to a strong team of leaders with boots-on-the-ground experience and years of expertise to assist you at every stage of the process. Below is a short description of the different individuals involved.

Account Executive

Your account executive is the individual who has developed a relationship with your organization. The account executive has acquired a strong product competency and industry knowledge related to market needs and domain knowledge specific to your industry. Furthermore, they have a minimum of five years' experience understanding prospect customers' needs and advising on the best solution suite to meet customers' highest requirements. Your account executive will serve as your consultant and point-of-contact throughout the initial sales cycle and will introduce you to your account manager and implementation specialist.

Senior Account Manager

Senior account managers have a minimum of seven years of customer-focused experience. Your senior account manager will take ownership of existing accounts, develop meaningful relationships at multiple levels within customer accounts, and maintain a keen understanding of the your business and service requirements in order to ensure our responsiveness to your needs. Your senior account manager will also proactively review your system usage and service case activity to identify and mitigate potential service escalations. In addition, he/she will share best practices and help maximize the value of your purchased products and services.

Implementation Specialist

Your implementation specialist will provide professional implementation, project management, and support resulting in a successful and well-coordinated implementation. During the implementation process, your implementation specialist will perform your set-up and system configuration, assist with data upload and management, and efficiently train your users to use the application. This specialist will also act as the City's escalation point and technical advocate within Everbridge, providing quick and satisfactory resolution to all issues so that we always ensure your satisfaction

Training and Education Manager

While Everbridge supports comprehensive online learning modules to develop core system concepts and refresh skills at any time, customers also have the option to leverage on-site training with a training and education manager for a customized instructor-led training. Our training and education managers are full of high energy, knowledge, and best-practices expertise to ensure your system administrators and users reach full competency and confidence using the Everbridge system. Training and education managers have more than eight years' experience in leading interactive and high-value trainings. Training can be coupled with Everbridge Professional Services to ensure accelerated system deployment and adoption.

ii. **Resumes: The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:**
- **Position Title**
- **Tenure with Proposer**
- **Manufacturer's certification with equipment service & repair (by model)**
- **Experience**
- **Other related information**

Resumes are not typically provided at this stage of the RFP process. Please see the staff descriptions provided in our previous response. Additional information will be provided upon downselect.

b. Company:

i. **Experience: Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.**

Work provided for State of Connecticut: Full Implementation of SmartGIS for 3,600,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 59,000 state employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Pierce County: Full Implementation of SmartGIS for 800,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 15,000 county employees. On-site training sessions for system as well as message methodology workshops.

Work provided for The South Central Task Force: Full Implementation of SmartGIS for 1,725,000 Citizens (map and Smart Registration) and implementation of Everbridge Aware (team based tools) for 10,000 employees. On-site training sessions for system as well as message methodology workshops.

Work provided for Monroe County, IN: Full implementation of Mass Notification for 85,000 Citizens. Training sessions for system as well as message methodology workshops.

ii. **Company Principals: Provide a brief biographic overview of the Company's key principals.**

Jaime Ellertson, CEO & Chairman of the Board

Jaime Ellertson is Everbridge's CEO and chairman of the board. Before its acquisition by Everbridge, Mr. Ellertson was the CEO and chairman of CloudFloor Corporation, a company he helped form in late 2010 that focuses on the emerging Enterprise Cloud Computing market.

Mr. Ellertson also served as CEO, president, and director of S1 Corporation (NASDAQ: SONE), a software provider to the financial services marketplace from 2000 to 2005. From 1997 to 2000, he orchestrated the highly successful turnaround of Interleaf, Inc. (NASDAQ: LEAF), a provider of software tools for e-content management, culminating in its acquisition by BroadVision Inc. in April 2000. Mr. Ellertson served as EVP and GM of Worldwide Strategic Operations of BroadVision Inc. during the merger integration period in 2000.

Prior to Interleaf, Mr. Ellertson founded several high-growth software companies, including Document Automation Corporation (1982–1987), Openware Technologies (1990–1995), and Purview Technologies Inc. (1996–1997).

Mr. Ellertson currently serves on the board of directors of Qvidian, a SaaS provider of applications that improve sales force effectiveness (from 2010 to present) and the Yankee Group, a leading business services group (from 2011 to present).

Cinta Putra, Chief Financial Officer and SVP Business Operations

Cinta Putra is Everbridge's chief financial officer, senior vice president of business operations, and one of the company's co-founders. In these roles, Ms. Putra is responsible for overseeing the company's global financial strategy as well as driving operational efficiencies.

Prior to her current role, Ms. Putra lead Everbridge in the capacity of CEO for nearly nine years from its founding to its acquisition of CloudFloor in 2011. Ms. Putra brings 20 years of experience in management, finance, and operations to Everbridge. Prior to Everbridge, she co-founded and served as president of Game Units, a successful niche provider of customizable, demographically targeted video game units to customers that included Fortune 500 companies. Her previous experience includes co-founding Abacus Energy Services, an electric service provider company, and working in various senior-level leadership positions for PMC Global, a billion-dollar manufacturing conglomerate where Ms. Putra was responsible for worldwide financial operations as well as spearheading several key projects including certain acquisitions and corporate restructuring.

Prior to PMC Global, she held management positions for Liner Health Products, one of America's largest manufacturers of vitamins, minerals, and herbal nutritional supplements.

Ms. Putra holds a bachelor's degree in accounting/finance and an MBA in Management from California State University. She is an expert resource and frequent contributor to a number of emergency communication publications and was named the number-one expert to discuss the 2003 Northeast Blackout and the number-two expert to discuss the 2004 Asian tsunami.

Gary Phillips, Senior Vice President of Global Sales

Gary Phillips is Everbridge's senior vice president of sales. In this role, Mr. Phillips is responsible for driving Everbridge's sales and services strategies, increasing sales operational efficiencies, and accelerating market growth.

Most recently, Mr. Phillips was vice president of North American APM Sales at Compuware. He held a similar position as vice president of North America Sales for Gomez prior to its acquisition by Compuware. Prior to Gomez, Mr. Phillips was CEO at Marathon Technologies, a provider of high availability software in the business continuity market. Mr. Phillips also held the position of senior vice president, Worldwide Sales and Services at Avaki, a leading enterprise integration software company, which was acquired by Sybase. Previously, Mr. Phillips led sales at Bowstreet, a Web services company and Interleaf, a content management company that was acquired by BroadVision, where he was general manager for the Americas.

Earlier in Mr. Phillips' career, he held various management positions at BBN, Wang Labs, and started his career in sales at NCR. Mr. Phillips holds a BS in Business Administration and Marketing from Plymouth State College.

Imad Mouline, Chief Strategy Officer

Imad Mouline is Everbridge's chief strategy officer. In this role, Mr. Mouline is responsible for providing leadership and oversight of Everbridge's research and development organization, market strategy, and overall product innovation.

Mouline was a co-founder of CloudFloor, which was acquired by Everbridge. Prior to co-founding CloudFloor, Mr. Mouline served as CTO of Compuware's (NASDAQ:CPWR) $250 million APM Solutions division, formed after the company acquired Gomez and consolidated its high-growth application performance management solutions. At Gomez, Mr. Mouline served as CTO and led the expansion of their product portfolio and market presence. Prior to Compuware, Mr. Moline served as CTO of S1 Corporation (NASDAQ:SONE) from 2001 to 2005. From 2000 to 2001, he served as director of engineering in the office of the CTO at BroadVision.

Mr. Mouline is a regular presenter at various industry conferences, as well as a frequent contributor to leading online and print publications including *The New York Times*, *USA Today*, *BusinessWeek*, *NetworkWorld*, *Forbes*, and others.

iii. **Capabilities: Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.**

Everbridge is the largest independent notification provider in the space. We currently have approximately 200 full-time employees worldwide and our current budget and staffing plans call for substantial additional hires throughout the year to bring our team count to well over 200 by the end of 2013. Everbridge is accustomed to this growth rate and new client acquisition in the range of 30% to 40% growth per year has been the norm since our inception in 2002.

We understand how to grow and scale the organization, and we have more than 11 years of demonstrated success. Our Sales, Client Care and Implementation Teams meet weekly to evaluate the sales pipeline, new customer on-boarding, and existing implementation projects. We constantly adjust our hiring needs and timing to align with our customer on-boarding pipeline.

We will not have any limitations in facilities, staff personnel or on-going projects/contracts with the award and on-boarding of your account. Your new implementation account will be assigned top priority within our organization. Upon award, you will immediately be assigned to an implementation specialist who is prepared and ready to immediately implement your account.

7. COMPANY ORGANIZATION

a. **Primary Business: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.**

and

b. **Company History: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.**

Honing our experience since 2002, Everbridge is the leading provider of Mass Notification and Emergency Communication systems. These *are* our primary business interests and the whole reason for our operations. We have about 200 employees across our four offices in Los Angeles and Boston (US), London (UK), and Beijing (China). We have more than 1,500 customers and continue to add more than 250 new customers per year. Today, some 30 million members are within the reach of the Everbridge system, which ranks us as the single largest pure-play notification company in the marketplace.

Our customers reach across all verticals and some examples include:

- The State of Connecticut
- The Cities of Boston, Atlanta, New Orleans, and Beverley Hills (just to name a few)
- U.S. Marine Corps
- U.S. Environmental Protection Agency
- Internal Revenue Service
- General Services Administration (GSA)
- JP Morgan Chase

- Disney
- Virginia Tech
- University of Michigan

To speak further to our strength, Everbridge was ranked as the leader in the Emergency Notification market by Gartner Research. To bring the example of our strength a little closer to home—it was our system used by local officials in Hurricanes Katrina, Irene, and Sandy, and in recent tragedies such as the Sandy Hook Elementary School shooting and the Boston Marathon bombings and subsequent manhunt.

Communication failures have historically plagued organizations in their ability to respond to and minimize the human, operational, and financial impact of critical events and emergency incidents. To address and eliminate those failures, Everbridge began with a shared vision: empowering a single person to communicate with any number of people as easily as communicating with one person—to ensure continuity of operations, protect assets, minimize loss, and save lives.

Everbridge brings technology and expertise together at every level for a complete solution. Our solutions have the flexibility to match your unique needs, from safety and survival during a crisis to cutting costs and achieving efficiencies in your everyday operations. Our understanding of mass notification and interactive communication challenges is leveraged in everything we do, from how we build our technology from the ground up to the expertise of the people we hire and best practices we share with the community.

Over the years, Everbridge has been recognized numerous times as being a leader in the marketplace. Our credentials include being rated in the top tier of crisis communication and mass notification system providers by every respected analyst firm, including Gartner, Forrester Research, Yankee Group, and Frost & Sullivan. Gartner positioned Everbridge in the top spot in the *Leaders* section of their Emergency/Mass Communication Magic Quadrant report. Most recently, Everbridge won the Platinum Award for Best Mass Notification System given by Government Security News (GSN) in their GSN 2013 Border Security Awards. The Platinum Award represents the first place position in the Border Security Awards.

As any organization would be, we are proud of credentials such as those mentioned above. But there are other ways to demonstrate our capability to successfully accomplish this project. For example:

> **In the Town of Middlefield, CT, an Everbridge customer, more than 20% of their households do not have landlines. So when Hurricane Sandy arrived, the ability to communicate across multiple contact paths became even more critical.**
>
> **In a span of *only four days,* Middlefield officials used the Everbridge system to successfully deliver across multiple contact paths *more than 10 million messages* to targeted recipients.**

***Those* are the credentials that really count.**

c. **Overview: It is the City's intent to evaluate the proposals based on technical merit and price and to choose the Proposer whose proposal provides the highest value to the City. The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City's opinion, such rejection is in the best interests of the City.**

Everbridge acknowledges the City's stated overview.

d. **Evaluation Method: Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize subjectivity. The following delineates the value attributed to each section.**

Everbridge acknowledges the City's stated evaluation method.

8. IMPLEMENTATION

a. **The implementation plan should include a publicity campaign to make the public aware of the new warning capabilities.**

Everbridge is committed to using best practices in our clients' use of Everbridge, from implementation to system utilization. Everbridge provides the following Marketing Resources

Letter template—Everbridge provides a template letter that the City may customize and send to residents and businesses providing an overview of how mass notification works and why the City has chosen to implement the Everbridge system. This information may also be posted on the City Web site. Created in Microsoft Word.

Opt-in/opt-out instructions—The City may edit these instructions or use them as-is to mail to residents and businesses directly, include as inserts in other mailings, or post as flyers in key, high-traffic areas, such as City Hall, post offices, libraries, and other public areas. Created in Microsoft Word.

Web site buttons/links—Everbridge will provide "Add my information" and "Remove my information" buttons for inclusion on the City Web site to encourage residents to click through to the Everbridge SmartRegistration opt-In/opt-Out feature.

Press release/media announcement—Everbridge includes as part of the Everbridge Citizen Outreach process a template press release that can be issued by the City or jointly with Everbridge announcing the City's purchase and implementation on the Everbridge Citizen Alert mass notification system. The City can distribute this release across the newswires, issue it on the City Web site, and/or distribute the release to journalists and other media contacts for inclusion in local, regional, or national publications. Everbridge reserves the right to review final press releases prior to distribution and publication and can make a spokesperson available for media interviews. Press release created in Microsoft Word.

Public Relations Company—Additionally, if needed, Everbridge will make our PR company accessible to the City to assist as desired in writing articles, releases, and other items to support the effort.

The SmartRegistration opt-in portal, in concert with the Citizen Outreach process, will be very effective for allowing citizens to register for Everbridge SmartGIS for Citizen Alerts. Citizens and businesses may sign up for alerts, add or correct contact data, and specify the best way to reach them in an emergency or for routine communications. This is also a very useful feature for obtaining special needs population data; citizens can indicate their individual needs (handicap characteristics, oxygen dependent, non-ambulatory, chemical storage on-site, etc.). In addition, it takes some of the data management responsibilities off of the City.

b. **The system shall be capable of creating reports that provide information about text of the message delivered and the number of messages attempted, delivered, or failed.**

Everbridge Mass Notification offers the most powerful sets of reporting tools in the Emergency Notification market. These include reports for use during emergency activations as well as afterwards. The system provides four types of notification reports, giving you the information you need, when you need it. All reports are capable of export.

Notification Dashboard Reporting (Real-time Reporting)

The first type of report is the Notification Dashboard reporting. This dashboard is a reporting system that tracks notifications in real time, allowing you to observe the results of the broadcast as they occur. Receiving real-time broadcast results allows you to make faster, more informed decisions.

The dashboard reporting screen automatically refreshes every 60 seconds, or it can be manually refreshed while the broadcast is active to provide up-to-the-second information. You can easily access detail-level reporting to see who has received and confirmed messages and who has not.

Broadcast Reports

The second type of report is the Detailed Broadcast Report, which provides detailed breakdowns of each notification sent. Detailed Broadcast Reports are available online through the Web-based administration console. They can also be automatically e-mailed or faxed at the conclusion of a broadcast.

Detailed Notification Analysis Reports

The third type of report is a detailed Notification Analysis report which allows clients to investigate the delivery details, over time and among all users targeted, for any notification campaign launched form the platform. Details about the notification are included such as the settings that were configured for the deployment, confirmation status information (with pie chart representation), and the overall number of delivery attempts made over time (with line chart representation).

Customizable Ad Hoc Reports

Everbridge also offers drag-and-drop ad-hoc reporting, which enables customers to create customized reports using any of the contact information fields, including custom fields, to fit specific needs. A graphical view of the reports may also be displayed for quick data analysis. With the ability to build customizable ad hoc reports, your reporting options are virtually unlimited.

c. **On-site training shall include:**

   i. **Two (2) general users from the City**
   ii. **Two (2) system administrators to manage the system operation and configuration and set up users.**

   In addition to providing pricing in the City's required format, Everbridge has provided an enhanced price quote (see Appendix 1) that includes a day of on-site training as well as a description of what that day will entail.

d. **The company selected shall provide 24/7 support with a maximum of 30 minute call back time after hours.**

The Everbridge Client Care team is available to you at any time of day or night—24x7x365—via the Internet, e-mail, and telephone. Our Client Care staff members are Everbridge employees who are located on-site. We do not outsource our client care services to third-party entities. When you call Everbridge Client Care, you are getting a professional who is well-versed in the Everbridge Aware system and is more than capable of assisting you, no matter what your need may be.

Depending on the purpose of your call, the Everbridge support representative may be able to take care of your need immediately. If the issue cannot be resolved immediately, then based upon the case description and urgency, the Everbridge support representative will assign a priority level during case creation. The priority indicates the severity of impact of the issue on the client's use of the Everbridge system.

Priority	Description
Minor	• Inquiry regarding a routine technical issue; information requested on solution capabilities, navigation, configuration, defect affecting a small number of users. • Minor problem or question that does not affect the quality of contact data, notification initiation and delivery, or notification reporting. • Enhancement requests, mission or erroneous documentation. • Acceptable workaround available.
Moderate	• Service is operational but partially degraded for some or all users. • Problem with non-critical feature or functionality that does not affect the quality of contact data, notification initiation and delivery, or notification reporting. • Short-term workaround is available, but not scalable.
Serious	• Major functionality is severely impaired or significant performance degradation is experienced. Issue is persistent and affects many users; however, operations can continue in a restricted fashion. • Notification initiation and delivery or notification reporting are experiencing degradation in performance, but are still operational. Does not impact the quality of contact data. • No reasonable workaround available.

Critical	• Critical issue affecting all users, including system unavailability and data integrity issues. • Notifications cannot be sent or the quality of the message has been severely impacted, notification reporting is unavailable, or contact data quality has been compromised. • No workaround available.

Client Priority

In addition to the Everbridge priority, clients can communicate the priority of the case within their organization by setting the Client Priority field. This field is accessible when submitting or editing cases form the Client Portal and can be communicated via phone or e-mail. The Client Priority will ensure that support specialists have an understanding of the importance of the issue to you and will automatically move the case ahead of other cases submitted at the same time with the same priority.

Case Notification

Clients can expect to receive notification that a case has been created. The notification will include the case number for tracking purposes, the support representative or queue assigned to the case, a summary of the inquiry, and the severity level that has been assigned. For phone inquiries, notification of the case creation should occur during the call; however, clients can request an e-mail confirmation as well.

The response time for initial case notification depends on your support level:

- Standard support—2 business hours
- Premium support—30 minutes

Appendix 1

Everbridge has included in Appendix 1 an enhanced price quote as well as a short section regarding our legal comments and exceptions to Terms and Conditions.

Everbridge Enhanced Price Quote

In addition to the price bid in the format required in the RFP (shown below), please also see the additional Everbridge price quote that follows. (Please note: The pricing table below is taken from the Signature Submittal Form provided by the City of Fayetteville.)

Service	Unit Price	Cost
Initial Service Established	Lump Sum	$21,577.85
Implementation	Lump Sum	$1,726.23
Training	Lump Sum	$2,500 – See attached pricing document for on-site training schedule
Cost per usage per minute (standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per minute (above standard fee)	Per minute	No additional charge – initial service fee is for unlimited messaging
Cost per call/minute for any notifications above the base number	Per call/minute	No additional charge – initial service fee is for unlimited messaging
Setting up database (if any)	Lump Sum	No additional charge – included with implementation
Database Maintenance – Quarterly	Lump Sum	No additional charge – included with implementation
Acceptance Testing	Lump Sum	No additional charge – included with implementation

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QUOTATION

Quote Number: 00007858
Confidential
1 of 2

Prepared for: Andrea Foren
City of Fayetteville, AR
100 W Rock St Ste A
Fayetteville, AR 72701-6191
(479) 575-8220
479-587-3563
aforen@ci.fayetteville.ar.us

Quotation Date: May 21, 2013
Quote Expiration Date: June 7, 2013
Rep: Chadd Steinhauser
chadd.steinhauser@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 80,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Mass Notification (MN)	Recurring	1	$21,577.85	$21,577.85

PROFESSIONAL SERVICES

Service	Fee Type	Qty	Unit Price	Total Price
Instructor Lead Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	$2,500.00	$2,500.00

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500 N Brand Blvd, Ste 1000
Glendale CA 91203 USA
t 888.366.4911
f 818.545.7040
www.everbridge.com

QUOTATION

Quote Number: 00007858
Confidential
2 of 2

Pricing Summary:	
Year One Fees*:	$24,077.85
One-time Implementation and Set Up Fees:	$1,726.23
Total Year One Fees:	**$25,804.08**
Subsequent Year(s) Ongoing Annual Recurring Fees:	$21,577.85
Optional Year(s) Ongoing Annual Recurring Fees:	$21,577.85

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

Signature **Date**

Print Name **Title**

To accept this quote, sign, date and return:

Authorized Signature **Date**

Print Name **Title**

everbridge

1 DAY Mass Notification Onsite Training*

Mass Notification Administrator Training

- Audience: Everbridge organization Leaders and organization administrators using Mass notification
- Prerequisites: No prerequisites
- Duration: ½ Day

Course Outline

- Introduction of Mass Notification
  - Everbridge URL and Logging In
  - Everbridge Roles
- User Management
  - Creating Users
  - Assigning Roles - Account Admin, organization Admin, and Group Leader
- Notifications
  - Overview of New Notifications
  - Notifications Templates
  - Notifications Templates
  - Active Broadcast/Historical Reporting
- Contacts
  - Creating Contacts Manually
  - Creating Groups Manually
  - Creating Rules That Are Used When Sending A Notification
  - Using An Upload File
- Settings
  - Organization Settings
  - Broadcast Settings
  - Contact And Group Settings
  - GIS Settings
- Mobile Manager App
  - Organization Settings
  - Broadcast Settings

Mass Notification User Training

- Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
- Prerequisites: No prerequisites
- Duration: ½ Day

Course Outline

- Introduction to Mass Notification
- Notification
  - Initiating New Notifications to Individual Contacts, Groups, and Rules
  - Active Notifications
  - Viewing the Detailed Results of an Active Notification
  - Message Templates
  - Notifications Templates
  - Scheduled Notifications
- Universe, Initiating Notifications Using the Map
  - Defining An Address With/Without A Radius
  - Drawing A Circle or A Polygon
  - Latitude And Longitude
  - Shape Library
  - Importing or Exporting A Shape
  - Ad Hoc Reports
- , Initiating Notifications
  - Using Contacts, Groups, or Rules
  - Viewing The Results On The Map
- Reports
  - View an Overview of All Sent Notifications
  - Create Custom Reports

*TRAVEL EXPENSES TO BE REIMBURSED BY CLIENT

everbridge

Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and _____ (**"Customer"**), effective on the date of Customer's signature below (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons or communication devices (each a **"Contact"**) purchased by Customer as set forth in the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge's income.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. Customer shall in its discretion authorize certain of its employees and contractors (**"User(s)"**) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. **"Customer Data"** is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the **"Grace Period"**) in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the **"Monthly Holdover Fee"**). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of $1,000

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the **"Software"**) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the

event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding (**"Claim"**) arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class

postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

11.9 Marketing. Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

EVERBRIDGE, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Address:

500 N. Brand Blvd., Suite 1000

Glendale, CA 91203

For legal notice:

Attention: Legal Department

CUSTOMER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Customer's address for legal notices:

_____

_____

_____

Attn: _____

Customer's address for billing:

_____

_____

_____

Attn: _____

Email for billing: _____

Telephone number: _____

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Everbridge Units" means the unit of usage expended in connection with Premium Features.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.

2. **Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.

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SYSTEM INCLUSION
Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage

Unlimited US Emergency and Critical Messaging
Unlimited US Non Emergency Messaging

Access

1 Organization
Single Location Contact Data Store (in USA, UK, Canada)
Unlimited Administrator Access to the Everbridge System
Unlimited Nested, Static and Dynamic Groups

Key Notification Features

Integrated Geo Notification Capability
InstaBridge Accessibility for Conference Calls
Polling Accessibility for Active Data Collection
Integrated On-the-Fly and Aggregated Notification Capabilities
Multiple Language Text to Speech Access
Interactive Dashboard for Organizational Activity Summary
Up to 13 Contact Paths
Graphical and Ad-Hoc Reporting
Unlimited Notification Templates
Unlimited Custom Fields, and Opt In Subscriptions

Contact Data Management

Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP

Mapping Tools

Automatic Real-time Geocoding
Redundant Standard Background Maps
Shape and polygon Management System

Additional Resources

Mobile Notification Initiation Applications for iOS and Android
Customer Branded Public or Private Contact Self Serve Portal

Set-up & Implementation

Dedicated Implementation Specialist / Project Manager
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast
Unlimited Access to Everbridge University

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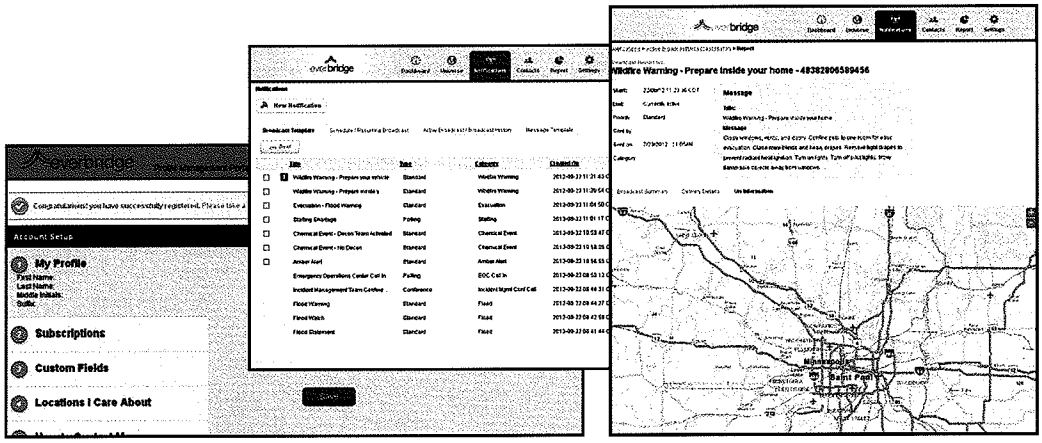
Mass Notification

Everbridge Mass Notification *enables users to send notifications to individuals or groups using lists, locations, and visual intelligence. This comprehensive notification system keeps everyone informed before, during and after all events whether emergency or non-emergency.*



Anticipate, Target, Communicate

+ Intelligent, personalized message delivery is about targeting the individual and not the device. Escalation follows the order of contact preference designated by the recipient and stops once the recipient confirms receipt.
+ GIS-based message targeting to quickly and easily send messages to recipients in a specific geographic region defined by zip code, street address, radius from a specific point, or other attribute. Specify a location with user-friendly drawing tools or even upload shape files from other applications for on-the-fly notifications to targeted geographic areas.
+ Support for up to 13 contact paths is included, providing flexibility in broadcasting messages to virtually any communications device in addition to supporting escalation workflow throughout the organization.
+ Build events for one-click sending during incidents. Set up notification templates with pre-determined contact lists and pre-defined messages for faster communications in a crisis.
+ Quickly resend notifications to recipients, or send follow up messages to all or a sub-set of recipients for tracking within the same incident or event.
+ Flexible call-throttling capabilities empower system administrators to configure rules based on their infrastructure's capacity.
+ Segregate your management and operating structure into multiple notification environments. Separating by geography, department/function, country or other criteria provides maximum security and flexibility.

Advanced Mobility and Connectivity

+ Brings the power and security of communications and incident management to mobile devices everywhere, even under adverse network conditions.
+ Support for multi-platform smart phones and tablets including Apple® iOS and Android™ devices are provided.
+ Benefit from reporting and analytics with a native interface designed for the operating system of the device.
+ Send notifications with a multiple-choice question with up to nine different responses or "I'm OK" citizen wellness information.

Global Ready

+ Personalize your reach to a global audience by broadcasting messages globally, in any language.
+ Multilingual text-to-speech capability enables you truly to localize communications.
+ Globally local call routing increases the delivery speed and volume of voice notifications; your global calls will be initiated using providers that are local to the call recipient.

+ Customized global caller ID enables you send a single notification anywhere in the world with a caller ID can be customized per country and is local and familiar to the call recipient.
+ Store your data locally and securely in your country of preference and comply with the regulatory requirements of that locale.
+ An organization with multiple, distributed data stores does not need to do anything special in order to access or manage this contact data or notify contacts. A unified access point makes the location of data transparent to the user.
+ Designed to meet the highest standards for regulatory requirements and handling of PII worldwide, including encryption of data at rest, if needed.

Geo-Intelligent Tools

+ Save and organize critical and often-used shapes and boundaries to improve communication speed and accuracy.
+ Create or import regions for one-time use or categorize and store to the Region Library for reuse later.
+ Dynamic search, filtering and targeted alerts allow you to view the locations of special needs populations, subscribers to specific alert types, fire districts, police stations, and more.
+ Load, geo-code and manage contact data within a single interface and in real-time.
+ Search address, location or point of interest and exclude contacts based on location or other attributes.

Flexible, Customizable Contact Management

+ Easily automated bulk, partial and full updates utilizing a secure, industry standard method for data transfer.
+ Update groups and custom fields without compromising information from HR systems.
+ Organize and categorize contact data in a way that is meaningful to your organization.
+ Search or filter contacts on any attribute or combination of attributes within the contact's profile.
+ Easily notify contacts and/or manage contact data across multiple distributed data stores from a single access point.
+ Data can be populated from several sources and geo-coded. 911 data can be kept separate for emergency-only usage.

Report, Analyze, Understand

+ Comprehensive, robust analytics and reporting capabilities provide the actionable intelligence needed to enhance your continuity and resiliency, as well as measure your communication program's effectiveness and to continually improve its efficiency.
+ Armed with powerful, accurate incident analyses in real-time, decision-makers are empowered to make changes on-the-fly, leading to better results.
+ Launch frequently requested reports on-the-fly with Quick Reports.
+ Provide summary and detailed after-action reports for continuous improvements as well as management and regulatory compliance.
+ Easily enhance exported reports with off-line creation of pivot tables and cross-referencing.

Positive User Experience

+ Comprehensive and intuitive administrator interface to manage settings, limits and defaults.
+ Separate user and contact management that uses role-based access controls.
+ Account and Organizational hierarchy structure.
+ Comprehensive self-service administration.
+ Mass Notification provides branded, customizable profile management portals to administer both publicly available and private (invitation only) opt-in. Both are accessed via a link on your website that directs participants to the opt-in interface.

The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.

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Everbridge Legal Comments & Exceptions

Everbridge, Inc. respectfully requests the opportunity to present comments and exceptions to the contractual terms and conditions of this RFP. If any of the comments or changes will result in the denial of an award to Everbridge, Everbridge respectfully requests the opportunity to present our explanation and rationale regarding such comment or change to the City of Fayetteville prior to a final determination.

We also note that because the Everbridge products are software as a service ("SaaS"), our standard service agreement provides for licensing language customary to SaaS-based products that is unique to the type of services provided, and which by their nature may vary substantially from other standard contracts, particularly those such as consulting contracts which focus on professional services and on-site work. These license terms also protect our intellectual property rights which are essential to our business. We respectfully request that these specific terms in our Core Platform Service Agreement (included in the pricing section) be added to the final contract with the City.

Section A. General Terms and Conditions

13. Indemnification: Everbridge respectfully redirects the City to Sections 9 and 10 of the Everbridge, Inc. Core Platform Services Agreement in lieu of the language of this section.

16. Payments and Invoicing: Everbridge is willing to remove the verbiage related to interest fees and penalties for late payment from Section 2 of the Everbridge, Inc. Core Platform Services Agreement should a contract be awarded. Please note that we can accept credit card payment up to $20,000 only.

17. Cancellation: Everbridge respectfully redirects the City to Section 5.1 of the Everbridge, Inc. Core Platform Service Agreement in lieu of the language in this section.

18. Assignment, Subcontracting, Corporate Acquisitions, and/or Mergers: Everbridge cannot agree to seek permission from its customers in the event Everbridge merges, is acquired by, or transfers substantially all of its assets.

Andrea Foren - Everbridge Quote

From: Chadd Steinhauser <Chadd.Steinhauser@everbridge.com>
To: Andrea Foren <aforen@ci.fayetteville.ar.us>
Date: 6/19/2013 12:00 PM
Subject: Everbridge Quote
Attachments: Everbridge IPAWS Addendum v5 2013.pdf; cog_moa_app_everbridgeinfo.pdf; City of Fayetteville, AR -MN+IV+WEATHER+IPAWS+PROFSERV- 6_19_2013 (3).pdf

Hi Andrea,

Again, thanks for having me yesterday. I received confirmation from my boss regarding my crazy idea for you guys, so here is your newest quote. I changed/updated quite a few items, so here is what I've done...

I was able to get approval to put together a bundle deal that adds all of the features we discussed yesterday that you guys expressed as being important to you to what I had already included in the previous quote. They include:

-SMART Weather alerts
-Mobile Member app (for *citizens*- the mobile Manger app comes with Mass Notification)
-IPAWS/CMAS

Because of this bundle package and the fact that it is the end of our quarter, my boss (who is also one of our cofounders, which is why I go to him when I need a favor ☺) let me get pretty aggressive with pricing. First of all, he let me waive all of your one-time fees. So the 1 day of onsite training fee is waived (with the exception of travel expenses when they come to work with you guys) and your implementation fee is waived (let me know if you'd like to discuss the differences between onsite training and implementation). He also let me discount each individual item, which is clearly shown on your quote.

He also let me offer you access to IPAWS/CMAS integration for free during the length of your contract. In order to have the ability to send these types of messages (regardless of the vendor you are using to do so) you must submit an application to FEMA to be able to utilize this service. Basically, FEMA doesn't let just anyone send out messages to an entire geographic region. This process can take up to 6 months to complete, so I have attached the necessary application for you so that you can begin the process as well as an addendum to our contract that is required for anyone who wants to utilize our IPAWS/CMAS integration.

I also wanted to make sure we are clear on the feature we discussed yesterday that one of my competitors offered you. The feature we discussed that allows people who are driving through your city to receive messages only works if they have downloaded that particular vendor's mobile app. If someone passing through does not have that app, they will not receive the types of messages you and your colleagues were referring to yesterday. IPAWS/CMAS is different. All mobile phones that have the capability to receive emergency alerts will receive this message no matter what – this is the feature that I have included for free. *Please do not hesitate to ask me if you would like further clarification on the differences between the two.*

Again, this unlimited pricing allows you to send any amount of messages, to any device, to as many people as you want to, in any situation, and have as many administrators as you need without affecting pricing at all. We also (and I do not think we discussed this yesterday) allow you to have as many user defined fields as you want – beware of other vendors who you MAY have spoken with who limit you to only two!!

Don also asked me to share some of our current customers in Arkansas, so here are a few of our most recent:

-Harding University
-Arkansas State University
-State of Arkansas Dept. of Information Systems
-State of Arkansas Administrative Office of the Courts

So all in all, with these added features your annual charges are higher than the original quote, but this package saves you a total of $6,473.35 in recurring fees, and also saves you a total of $11,735.32 in your first year charges. Let me know what you think. If you have any questions at all or if you would like me to simplify/take any items OUT of this quote, please do not hesitate to call me on my cell.

Looking forward to the opportunity to do business with you guys!

Best Regards,
Chadd

Chadd Steinhauser
Account Executive,
State & Local Government

Fortune article about Everbridge during the Boston Marathon attack
Boston Globe article about Everbridge during the Boston Marathon attack
Everbridge: CEO On Boston FOX News

Office: 781-373-9843
Mobile: 978-799-8517
chadd.steinhauser@everbridge.com

everbridge

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00007858
Confidential
1 of 2
Exhibit B

Prepared for: Andrea Foren
City of Fayetteville, AR
100 W Rock St Ste A
Fayetteville, AR 72701-6191
(479) 575-8220
479-587-3563
aforen@ci.fayetteville.ar.us

Quotation Date: June 19, 2013
Quote Expiration Date: June 30, 2013
Rep: Chadd Steinhauser
chadd.steinhauser@everbridgemail.com

Contract Summary Information

Contract Period: 3 Years
Contract Optional Years: 2 Years

MN Contacts up to: 80,000
IV Contacts up to: 80,000

ANNUAL SUBSCRIPTION - See attached Product Inclusion Sheet/s for product details.

Service	Fee Type	Qty	Unit Price	Total Price
Everbridge Interactive Visibility (IV)	Recurring	1	$5,394.46	$3,236.68
Everbridge Mass Notification (MN)	Recurring	1	$21,577.85	$21,577.85
Everbridge CMAS/WEA Notification	Recurring	1	$3,236.68	$0.00

PREMIUM FEATURES / USAGE

Service	Fee Type	Qty	Unit Price	Total Price
Smart Weather Alerting (includes 1 location in base weather subscription)	Recurring	1	$4,315.57	$3,236.68

PROFESSIONAL SERVICES

Service	Fee Type	Qty	Unit Price	Total Price
Instructor Lead Training - (Travel & Living expenses to be billed separately and reimbursed by Client)	One-Time	1	$2,500.00	$0.00

500 N Brand Blvd, Suite 1000
Glendale, CA 91203 USA

tel: 888.366.4911
fax: 818.484.2299

www.everbridge.com

QUOTATION

Quote Number: 00007858
Confidential
2 of 2
Exhibit B

Pricing Summary:	
Year One Fees*:	$28,051.21
One-time Implementation and Set Up Fees:	$0.00
Total Year One Fees:	**$28,051.21**
Subsequent Year(s) Ongoing Annual Recurring Fees:	$28,051.21
Optional Year(s) Ongoing Annual Recurring Fees:	$28,051.21

1. Additional rates apply for all international calls.
2. Quote subject to terms & conditions of the Everbridge Services Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

(*Year One Fees are the total of the first year annual subscription fees and any one-time fees, i.e., Professional Services.)

Supplemental Notes:

Authorized by Everbridge:

Signature **Date**

Print Name **Title**

To accept this quote, sign, date and return:

Authorized Signature **Date**

Print Name **Title**

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1 DAY Mass Notification Onsite Training*

Mass Notification Administrator Training

- Audience: Everbridge organization Leaders and organization administrators using Mass notification
- Prerequisites: No prerequisites
- Duration: ½ Day

Course Outline

- Introduction of Mass Notification
  - Everbridge URL and Logging In
  - Everbridge Roles
- User Management
  - Creating Users
  - Assigning Roles - Account Admin, organization Admin, and Group Leader
- Notifications
  - Overview of New Notifications
  - Notifications Templates
  - Notifications Templates
  - Active Broadcast/Historical Reporting
- Contacts
  - Creating Contacts Manually
  - Creating Groups Manually
  - Creating Rules That Are Used When Sending A Notification
  - Using An Upload File
- Settings
  - Organization Settings
  - Broadcast Settings
  - Contact And Group Settings
  - GIS Settings
- Mobile Manager App
  - Organization Settings
  - Broadcast Settings

Mass Notification User Training

- Audience: All Everbridge organization Leaders, organization administrators, and group Leaders (Users) using Mass notification
- Prerequisites: No prerequisites
- Duration: ½ Day

Course Outline

- Introduction to Mass Notification
- Notification
  - Initiating New Notifications to Individual Contacts, Groups, and Rules
  - Active Notifications
  - Viewing the Detailed Results of an Active Notification
  - Message Templates
  - Notifications Templates
  - Scheduled Notifications
- Universe, Initiating Notifications Using the Map
  - Defining An Address With/Without A Radius
  - Drawing A Circle or A Polygon
  - Latitude And Longitude
  - Shape Library
  - Importing or Exporting A Shape
  - Ad Hoc Reports
- , Initiating Notifications
  - Using Contacts, Groups, or Rules
  - Viewing The Results On The Map
- Reports
  - View an Overview of All Sent Notifications
  - Create Custom Reports

*TRAVEL EXPENSES TO BE REIMBURSED BY CLIENT

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SYSTEM INCLUSION
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Everbridge Interactive Visibility

Everbridge Interactive Visibility allows users to integrate mobile recipient feedback, external data feeds, and social media in a single communications console enabling decision makers to anticipate events and communicate efficiently with first responders, and their employees and constituents. Everbridge Interactive Visibility is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, and interactive reporting and analytics. Below is a list of key system inclusions with your new Everbridge Interactive Visibility system.

Usage

Unlimited Outbound Notifications to Everbridge Mobile Recipient Application via Push notifications
Unlimited Inbound Notifications from Everbridge Mobile Recipient Application

Access

Single Web Interface Console to Display Aggregated Information
Unlimited Administrator Access to the Everbridge System

Key Notification Features

Fully Integrated with Everbridge Mass Notification
Custom Threshold Rules and Settings

- Define Messages and Key Recipients Upon Threshold Trigger
- Visual and Automated Alerts When Threshold is Reached

Enable Recipients to Share Messages across their Organization
Receive and display images, comments and location information from contacts
Advanced Graphical Reporting
Redundant Standard Background Maps
Filter Information by Feed Type
Recipient Mobile Applications for iOS and Android Devices
Social Media Feeds Integration (up to 5 per Account)

Set-up & Implementation

Dedicated Implementation Specialist / Project Manager
Self Service Administrative Set-up, Configuration and Default Preferences
Unlimited Access to Everbridge University

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SYSTEM INCLUSION
Confidential

Everbridge Mass Notification

Everbridge Mass Notification allows users to send notifications to individuals or groups using lists, locations, and visual intelligence. Everbridge Mass Notification is supported by state-of-the-art security protocols, an elastic infrastructure, advanced mobility, interactive reporting and analytics, adaptive people and resource mapping to mirror your organization, and true enterprise class data management capabilities to provide a wide array of data management options. Below is a list of key system inclusions with your new Everbridge Mass Notification system.

Usage
Unlimited Domestic Emergency Alerts and Testing Messages
Unlimited Domestic Non-Emergency Alerts Messaging

Core Platform Access
Unlimited Administrators for web-based portal to initiate messages, reporting, and administration
Unlimited Administrators for Mobile Manager Application (iOS, Android) and Mobile Optimized Notification Site (for Blackberry, Windows 10, etc.)
One (1) Organization with unlimited nested static and dynamic groups
Access to Everbridge Elastic Infrastructure for message delivery
Custom branded community opt-in portal with custom fields and opt-in subscriptions
Flexible role-based access controls to manage user permissions
Access to Real-Time Dashboard, Notifications Library, Everbridge Universe, and Custom Reporting

Key Notification Features
Integrated GIS/Map-based, rule-based, group-based, or individual contact selection
Ability to send standard, polling, or on-the-fly 'One-Touch' Conference Call messages
One-screen broadcast creation workflow to speed message creation and reduce human error
Contact filtering based on custom criteria
Map-based drawing and selection tools and imported shape files (e.g. Google Maps, Bing Maps, ESRI)
Automatic address geo-coding for contacts
Organization specific customizable caller ID, greetings, and broadcast settings
SMPP based SMS text messaging
Multi-language Text to Speech Engine and Custom Voice Recording
Real-time reporting for improved situational awareness and easier after action analysis
5 Live Operator Message Initiations per year
Interactive Dashboard for Organizational Activity Summary
Unlimited Notification Templates
Self-service Single Contact Record Adjustments
Self-service Contact Import via CSV Upload
Bulk Contact Management Automation via Secure FTP

Set-up, Implementation & Support
Dedicated Implementation Specialist
Self Service Administrative Set-up, Configuration and Default Preferences
Initial Member Data Upload and Test Broadcast Support
Unlimited Access to Everbridge University classes
24x7 Customer Support (phone, web, email)
Global Support/Operations Centers for Redundant Live Support
Dedicated Account Manager

everbridge

SMART® Weather Alerting

Everbridge's SMART® Weather Alerting *leverages AccuWeather's more than 100 meteorological resources to enhance and optimize severe weather alerts such as lightning, tornados, thunderstorms, hail, ice, snow, extreme temperatures, high winds, flash floods, and flooding. Because these severe weather types are difficult to predict far in advance, they often have terrible loss of property and life for those individuals who are caught unaware.*

Powered by AccuWeather, Everbridge SMART® Weather Alerting provides location-specific severe weather alerts at the speed of click. An automated rules engine supercharges the speed and accuracy of alert delivery so notifications get to the right people right away.

What is SMART?

Notifications that are:

- **Specific** – Detailed alerts, geographies and stop start times.
- **Map-driven** – Visual weather and select targets using GIS maps and shapes.
- **Automated** – Deliver alerts to contacts and members automatically.
- **Rules-based** – Use rules to determine when a message should be triggered.
- **Targeted** – Deliver the right message to the right person automatically.

Features

Everbridge Interactive Visibility and Everbridge Mass Notification become even more powerful with SMART® Weather Alerting.

Mass Notification

- Employees, residents, and other key stakeholders are able to opt-in to receive weather alerts based on any number of addressed or locations over multiple contact paths through the Everbridge Member Portal.
- Precise, meteorologist drawn maps to select and contact recipients in areas affected by weather.

Interactive Visibility

- Weather alerts can be set up to send automated broadcasts to specialized team, such as emergency managers or business continuity teams.
- Automatically send out broadcasts to all affected recipients in an impact area for highly time sensitive alerts, such as tornado warnings.

Benefits

- Access to more than 100 different types of the most accurate and location specific weather and severe weather alerts.
- Timely, accurate weather warnings.
- Only recipients in affected locations will be contacted when weather affects their area,
- Unparalleled weather warning insight.
- Alert delivery follows Everbridge's philosophy of "target the individual, not the device" – and escalates alerts through a number of contact paths, including mobile, until the recipient confirms receipt.
- Improved ability to protect and serve your constituents.
- Quickly put location based warnings in the right hands, in real-time, enabling more informed decisions.
- Reduced time to notification, improving each individual's ability to take necessary precautions.

The Everbridge Difference

With Everbridge providing the most accurate and up-to-the minute information at your fingertips you can make better decisions and manage the safety of your employees, key stakeholders and/or citizens, the tone and content of public sentiment, as well as the reputation of your organization with ease. A multi-tasking interface streamlines communication efforts and in turn increases the efficiency of incident management and critical communications. When you can communicate with anyone, anywhere in the world at any time via any communication device you are better equipped to enhance communications to save lives, manage critical activities, and improve the efficiency of daily operations.

About Everbridge

Everbridge provides industry-leading interactive communication and mass notification solutions to organizations in all major industries and government sectors. Everbridge solutions increase connectivity to key audiences, automate communication processes, and integrate recipient feedback, data feeds, and social media in a single communications console. Ultimately, these solutions provide the insight and infrastructure that help clients save lives, manage critical activities and improve the efficiency of daily operations.

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Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement (**"Agreement"**) is entered into by and between Everbridge, Inc. (**"Everbridge"**), and _____ (**"Customer"**), effective on the date of Customer's signature below (**"Effective Date"**). Everbridge and Customer are each hereinafter sometimes referred to as a **"Party"** and collectively, the **"Parties"**.

1. SERVICE. Everbridge shall provide Customer access to its proprietary interactive communication and mass notification services (the **"Service(s)"**) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the **"Quote"**). If applicable, Everbridge shall provide training and professional services in accordance with the Pricing as set forth in the Quote. Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Service to contact the maximum number of persons orc ommunication devices (each a **"Contact"**) purchased by Customer as set forth in the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote (**"Pricing"**). If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at then current rates. Everbridge shall invoice Customer annually in advance. All payments shall be made within thirty (30) days from receipt of invoice, after which interest shall accrue at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies that Everbridge may have hereunder. Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Customer is responsible for paying, except for those relating to Everbridge's income.

3. CUSTOMER RESPONSIBILITIES.

3.1 Users. Customer shall in its discretion authorize certain of its employees and contractors (**"User(s)"**) to access the Service. Each User must be bound in writing to confidentiality obligations that are no less restrictive than those set forth herein, and that are sufficient to permit Customer to fully perform its obligations under this Agreement. Customer shall undergo the initial setup and training as set forth in the Implementation inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. If Customer fails to complete the Implementation process within the sixty (60) day timeframe, Customer must purchase any additional implementation services. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Service in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Service. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. **"Customer Data"** is all electronic data transmitted to Everbridge in connection with the use of the Service. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. By purchasing the Service, Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. **"Service Providers"** shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Service. Customer shall maintain a copy of all Customer Data for its Contacts that it provides to Everbridge. Customer acknowledges that the Service is a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Service.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated, unless otherwise terminated in accordance with the termination rights set forth in this Agreement. If at the end of the applicable Quote, Customer intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the "**Grace Period**") in order to secure an executed renewal by Customer, provided that Customer shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the "**Monthly Holdover Fee**"). The Grace Period is provided to Customer as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fees are instituted in order to protect Customer from termination or suspension of the Services, but to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Customer as a credit towards any renewal

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the **"Notice Period"**); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice to the breaching Party indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Customer fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Service in Everbridge's sole discretion. Termination for non-payment shall not relieve Customer of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends the Service, Customer's account shall not be reactivated until Customer is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of $1,000

5.3 Suspension. Everbridge may suspend, with or without notice, the Service or any portion for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any violation by Customer of Section 3.2 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Service. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to reactive any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Service subject to the terms and conditions of this Agreement. Upon suspension of the Service or termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Service.

6.2 Restrictions. Customer shall use the Service solely for its internal business purposes and shall not make the Service available to, or use the Service for the benefit of, any third party except as expressly contemplated by this Agreement. Customer shall not: (i) copy, modify, reverse engineer, de-compile, disassemble or otherwise attempt to discover or replicate the computer source code and object code provided or used by Everbridge in connection with delivery of the Service (the **"Software"**) or create derivative works based on the Software, the Service or any portion thereof; (ii) merge any of the foregoing with any third party software or services; (iii) use any Everbridge Confidential Information to create a product that competes with the Software; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any portion of the Service; (v) create internet "links" to or from the Service, or "frame" or "mirror" any content forming part of the Service, other than on Customer's own intranets for its own internal business purposes; (vi) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Service; (vii) use the Service in violation of any applicable law or regulation; or (viii) access the Service for purposes of monitoring Service availability, performance or functionality, or for any other benchmarking or competitive purposes.

6.3 Reservation of Rights. Other than as expressly set forth in this Agreement, Everbridge grants to Customer no license or other rights in or to the Service, the Software or any other proprietary technology, material or information made available to Customer through the Service or otherwise in connection with this Agreement (collectively, the **"Everbridge Technology"**), and all such rights are hereby expressly reserved. Everbridge (or its licensors where applicable) owns all rights, title and interest in and to the Service, the Software and any Everbridge Technology, and all patent, copyright, trade secret and other intellectual property rights (**"IP Rights"**) therein, as well as (i) all feedback and other information (except for the Customer Data) provided to Everbridge by Users, Customer and Contacts, and (ii) all transactional, performance and derivative data and metadata generated in connection with the Services.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, **"Confidential Information"** means all information of a Party (**"Disclosing Party"**) disclosed to the other Party (**"Receiving Party"**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable Customer Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent, unless (but only to the extent) otherwise required by a governmental authority. Each Party agrees to protect the Confidential Information of the other Party with the same level of care that it uses to protect its own confidential information, but in no event less than a reasonable level of care. Without limiting the foregoing, this Agreement and all terms hereof shall be Everbridge's Confidential Information.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use commercially reasonable efforts to provide the Services herein contemplated. To the extent the Quote provides for any professional services, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR APARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. THE SERVICE IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER EVERBRIDGE NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER, USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 Customer Representations and Warranties. Customer represents and warrants that during use of the Service, Customer shall (i) clearly and conspicuously notify Contacts of the way in which their personal information shall be used, and (ii) have primary safety and emergency response procedures including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, **"First Responders"**). Customer acknowledges and agrees that Everbridge is not a First Responder, and that the Service does not serve as a substitute for Customer's own emergency response plan, which in the

event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the Service. Customer represents and warrants that all communications utilizing the Service shall be sent by authorized Users, and that the collection, storage and processing of Customer Data, and the use of the Service, as provided in this Agreement, will at all times comply with (x) Customer's own policies regarding privacy and protection of personal information; and (y) all applicable laws and regulations, including those related to processing, storage, use, disclosure, security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. Customer shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding (**"Claim"**) arising out of Customer's breach of the tax provisions in Section 2 and any breach by Customer of Sections 3, 6 or 8.3.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Customer harmless from and against any Claim against Customer, but only to the extent it is based on a Claim that the Service directly infringes an issued patent or other IP Right in a country in which the Service is actually provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Service; (ii) replace same with a non-infringing service; (iii) modify such Service so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability. Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Service or Software in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Service or Software other than the most current release made available to Customer, or (z) any modification of the Service or Software by any person other than Everbridge.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, orc onsequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section. In the event that Customer hires any such employee (whether as an employee, consultant or otherwise) in violation of this section, Customer shall pay to Everbridge an amount equal to 100% of the total first-year compensation which Customer pays such individual as a fee, salary, or other compensation.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. Customer acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Service.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. All notices, consents and approvals under this Agreement must be delivered in writing (i) by courier or (ii) by certified or registered mail, (postage prepaid and return receipt requested) to the other Party at the address set forth below, and will be effective upon receipt or three business days after being deposited in the mail as required above, whichever occurs sooner. Either Party may change its address by giving notice as provided herein. Annual invoices shall be sent to the Customer's contact and address following Customer's signature below. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class

postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer's contact and address following Customer's signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT.

11.9 Marketing. Customer consents to Everbridge referencing Customer's name and logo as an Everbridge customer in Everbridge publications, its website and in other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth below.

EVERBRIDGE, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Address:

500 N. Brand Blvd., Suite 1000

Glendale, CA 91203

For legal notice:

Attention: Legal Department

CUSTOMER: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Customer's address for legal notices:

_____

_____

_____

Attn: _____

Customer's address for billing:

_____

_____

_____

Attn: _____

Email for billing: _____

Telephone number: _____

Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer's Quote.

"Data Feed" means data content licensed by third parties to Everbridge and supplied to Customer through the Service (e.g., real time weather system information and warnings, and third party maps).

"Everbridge Units" means the unit of usage expended in connection with Premium Features.

"Premium Features" means the products and services listed on the Premium Feature List attached to the Quote.

1. **Premium Features; Everbridge Units.** On or before the Effective Date, Customer shall advise Everbridge how many Everbridge Units are to be allocated to each of the Premium Features Customer has ordered, and no change shall be made in such allocation during the first three months of the first Term Year. Thereafter, Customer may change the allocation of Everbridge Units among Premium Features no more than once every three months, or whenever Customer purchases additional Everbridge Units. Unused Everbridge Units expire one year from date of purchase or upon termination of this Agreement, whichever occurs first, and are not refundable.

2. **Purchase of Data Feeds; Other Data.** Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, to the extent Customer has purchased a feature that allows Customer to monitor, and utilize information and data from other sources not supplied by Everbridge directly (e.g., Twitter) (collectively **"Other Data"**), Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to any such Other Data.

Instructions for Organizations Applying for Access to IPAWS-OPEN

1. Review the following eligibility criteria to determine if your organization and interoperable software system qualify for access to IPAWS-OPEN:

- State, local, tribal, territorial, or federal governmental organization of the United States.
- The interoperable software developer has executed an MOA with FEMA for system testing. See the IPAWS-OPEN Developers list posted at http://www.fema.gov/library/viewRecord.do?id=5670

2. If your organization and interoperable software system meet the criteria, complete the Memorandum of Agreement (MOA) application form and return to ipaws@dhs.gov. Please indicate "Operational COG Application" in the subject line of your email.

3. Notes on the MOA Application

a. Name of Sponsoring Eligible Organization: This organization must meet the eligibility criteria above and be responsible for ensuring the provisions of the MOA and accompanying Rules of Behavior are enforced. A Collaborative Operating Group (COG) is a term used by IPAWS to designate an organization that is responsible for coordinating emergency management or incident response activities. A COG may have members from multiple organizations (e.g., a regional mutual aid organization); however, an official Sponsoring Organization must execute the MOA on behalf of the COG membership.

b. Name and Title of individual who will sign the MOA on behalf of the Sponsoring Organization: The person who will execute the MOA on behalf of the Sponsoring Organization should be an individual who has the authority to enter agreements with the United States government on behalf of the organization.

c. Primary Point of Contact Information: This information pertains to the individual completing the application on behalf of the Sponsoring Organization. An official email address must be provided.

d. Alternate Point of Contact Information: This information will be only used by FEMA in the event the Primary Point of Contact cannot be reached.

e. Technical Point of Contact Information: This information pertains to the individual who is responsible for system administration for the Sponsoring Organization.

f. System Information: Three blank forms are provided to complete interoperable system information, which will be used to populate Appendix A of the MOA. Complete one form for each interoperable system as needed. (E.g., if only one interoperable system is used, complete only one form. If additional forms are required, contact the FEMA IPAWS MOA Coordinator.) If necessary, consult your system vendor/developer to ensure accuracy of the information. Vendor/developer contact information will only be used in the event that technical clarification is required.

4. Next Steps

Once the application has been submitted to the FEMA IPAWS MOA Coordinator, the MOA will be prepared and returned to the Primary Point of Contact for signature and return by the Sponsoring Organization. It will then be routed to the FEMA IPAWS-OPEN System Owner. Once executed, a COG ID and digital certificate will be generated and implemented in IPAWS-OPEN. A copy of the executed MOA, COG ID, and digital certificate will be returned to the Primary Point of Contact.

Application for Memorandum of Agreement (MOA) between FEMA and Collaborative Operating Group (COG) for Access to IPAWS-OPEN by Interoperable Software System(s)

Name of Sponsoring Eligible Organization:

_____

Individual who will sign the MOA on behalf of the Sponsoring Eligible Organization

Name: _____ **Title:** _____

Primary Point of Contact

Name: _____ **Title:** _____

Email: _____ **Telephone:** _____

Organization: _____

Mailing Address: _____

City:_____ **State**_____ **Zip Code**_____

Alternate Point of Contact

Name: _____ **Title:** _____

Email: _____ **Telephone:** _____

Organization: _____

Mailing Address: _____

City:_____ **State**_____ **Zip Code**_____

Technical Point of Contact

Name: _____ **Title:** _____

Email: _____ **Telephone:** _____

Organization: _____

Mailing Address: _____

City:_____ **State**_____ **Zip Code**_____

Interoperable System 1

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

Everbridge

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN? Yes No

(Briefly describe the purpose of the system.)

Send public alerts for major events for dissemination to CMAS

Host Server Location:

Burbank, California; Denver, Colorado; Amazon West Northern California

Type of Third Party Software System:

Commercial Off the Shelf Software (COTS) Company: _____

Custom Designed Software Company: _____

Other If "Other", please describe:

Internet-based SaaS mass notification application. See www.everbridge.com

Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWs-OPEN)*

☑ Interoperable System 1 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

Data is comprised of emergency public alert messages.

Vendor/Developer Contact Information:

Name: Frank Basso **Title:** VP SaaS Operations

Email: everbridge_ipaws_alerts@everbridge.com **Telephone:** 818.230.9700

Interoperable System 2

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

_____

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN? Yes No

(Briefly describe the purpose of the system.)

_____

Host Server Location:

_____

Type of Third Party Software System:

Commercial Off the Shelf Software (COTS) Company: _____

Custom Designed Software Company: _____

Other If "Other", please describe:

_____

Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWs-OPEN)*

☑ Interoperable System 2 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

_____

Vendor/Developer Contact Information:

Name: _____ **Title:** _____

Email: _____ **Telephone:** _____

Interoperable System 3

(The following information will be used to populate Appendix A of the MOA. Please complete one form for each interoperable system connecting to IPAWS-OPEN.)

Name of Interoperable Software System:

_____

Function:
Is this system intended to be used to issue public alerts for dissemination over the Emergency Alert System (EAS), the Commercial Mobile Alert System (CMAS) and/or National Weather Service dissemination systems (HazCollect) via IPAWS-OPEN? Yes No

(Briefly describe the purpose of the system.)

_____

Host Server Location:

_____

Type of Third Party Software System:

Commercial Off the Shelf Software (COTS) Company: _____

Custom Designed Software Company: _____

Other If "Other", please describe:

_____

Data Sensitivity: *(Note: Classified systems cannot be connected to IPAWs-OPEN)*

☑ Interoperable System 3 does not contain classified data. I understand that IPAWS-OPEN system data is considered Sensitive But Unclassified (SBU) and this level of security is adequate for our requirements. I also understand that Law Enforcement Sensitive or Sensitive Personally Identifiable Information (SPII) (such as Social Security Numbers) should not be passed through IPAWS-OPEN.

Data Description: *(Describe only data that will be relayed to or retrieved from IPAWS-OPEN.)*

_____

Vendor/Developer Contact Information:

Name: _____ **Title:** _____

Email: _____ **Telephone:** _____

IPAWS Addendum
to
Everbridge, Inc. Service Agreement

This Addendum to the Everbridge Service Agreement ("Addendum") is entered into this ___ day of _____, 2013, by and between Everbridge, Inc., a Delaware corporation ("Everbridge"), and _____ ("Customer"). Everbridge and Customer entered into an Everbridge Service Agreement effective _____, 20__ ("Agreement"). All capitalized terms used herein without definition shall have their respective meanings set forth in the Agreement.

WHEREAS, Customer desires to access the Integrated Public Alert Warning System ("IPAWS") Open Platform for Emergency Networks through the Everbridge mass notification services;

WHEREAS, the Parties desire to reflect the additional terms and conditions on which Customer will have such access;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and other good and valuable consideration, the Parties agree to amend the Agreement as follows:

1. IPAWS Authorization: Customer represents and warrants to Everbridge that any employee, agents, or representatives of Customer who access IPAWS-OPEN using Customer's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Customer has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Customer shall contact Everbridge immediately upon any change in Customer or any IPAWS User's right to access IPAWS-OPEN. Customer shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Customer acknowledges and agrees that Everbridge shall not have access to its credentials and that Customer assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Customer shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.

2. Credentials: Customer shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Customer authorizes and requests Everbridge to use the foregoing stored information to connect Customer to IPAWS-OPEN.

3. Messaging: Customer acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Customer; and (iv) Customer shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

4. Term: Customer acknowledges and agrees that access to IPAWS-OPEN shall be available once Customer has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Customer breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.

5. Remaining Terms. All other terms and conditions of the Agreement remain in full force and effect as amended by this Amendment.

6. Authority. Customer represents and warrants that it has all necessary legal authority to enter into this Addendum for itself and on behalf of any of its affiliates that are parties to the Agreement or that have been using the Services under the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

EVERBRIDGE, INC.	**CUSTOMER:** _____
By _____	**By** _____
Title _____	**Title** _____
Date _____	**Date** _____

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

August 6,1023
City Council Meeting Date
Agenda Items Only

Paul A Becker	Finance and Internal Services	Finance and Internal Services
Submitted By	**Division**	**Department**

Action Required:

In May,2013 the City Avertising and Promotion Commission by resolution requested the City call and set a date for a special election to consider the refinancing of outstanding HMR bonds and the authorizaton to issue new bonds to fund additional projects.Specifically these projects include a portion of the cost of a expansion of the Walton Arts Center and a portion of the costs of the Regional Park Project.This would extend the current debt service payments for 25 years without increasing taxes .This agenda item is to approve that request.

N/A	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Paul A. Becker — 7-24-2013
Department Director — Date

City Attorney — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becker — 7-24-2013
Finance and Internal Services Director — Date

Chief of Staff — 7-24-13
Date

Mayor — 7/24/13
Date

Received in City Clerk's Office 07-24-13 P02:03

Received in Mayor's Office

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council

Thru: Don Marr,Chief of Staff

From: Paul A Becker

Date: July 30, 2013

Subject: Ordinance To Call a Special Election for HMR Bonds

PROPOSAL: In May, 2013 the Advertising and Promotion Commission passed a resolution requesting the City call a special election to consider an extension of the current HMR Bonds. The payment of bonds would be extended for 25 years at the same total principal and interest payment amount as currently made annually. Therefore, the current amounts paid for debt service would remain the same.
To accomplish this, the voters would be asked to approve three questions on the ballot. Question one would request approximately $1,500,000 in new bonds to refund the current outstanding bonds. Question two would request $6,900,000 in new bonds to fund a portion of an expansion to the Walton Arts Center. The final request would be to approve $3,500,000 of new bonds to fund certain improvements to the Regional Park. Specifically baseball/softball fields, soccer fields and related facilities at the Regional Park would be partially funded. However, unless ballot question two and or three is approved, no bonds would be issued.
It is important to understand this is not a new tax. It would not cost the taxpayer any more money.

RECOMMENDATION: The administration recommends the approval of this ordinance to call for a special election on November 12, 2013 to decide the above questions.

BUDGET IMPACT: None

City Attorney
DRAFT 07/24/13

ORDINANCE NO. _____

AN ORDINANCE CALLING AND SETTING A DATE FOR A SPECIAL ELECTION ON THE QUESTIONS OF THE ISSUANCE BY THE CITY OF (1) NOT TO EXCEED $1,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS, SERIES 2003, (2) NOT TO EXCEED $6,900,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH THE RENOVATION AND EXPANSION OF WALTON ARTS CENTER, AND (3) NOT TO EXCEED $3,500,000 OF HOTEL AND RESTAURANT GROSS RECEIPTS TAX AND TOURISM REVENUE CAPITAL IMPROVEMENT BONDS FOR THE PURPOSE OF FINANCING CERTAIN COSTS IN CONNECTION WITH A PROPOSED REGIONAL PARK; PLEDGING THE PROCEEDS FROM THE EXISTING ONE PERCENT (1.00%) HOTEL, MOTEL AND RESTAURANT GROSS RECEIPTS TAX ORIGINALLY LEVIED BY ORDINANCE NO. 2310 TO THE PAYMENT OF THE REFUNDING BONDS AND CAPITAL IMPROVEMENT BONDS; PRESCRIBING OTHER MATTERS PERTAINING THERETO; AND DECLARING AN EMERGENCY

WHEREAS, under the authority of Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act") and pursuant to Ordinance No, 2310 adopted on March 1, 1977, and as subsequently amended (the "Levying Ordinance"), the City has previously levied a one percent (1.00%) tax (the "A&P Tax") upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption; and

WHEREAS, under the authority of the Advertising and Promotion Commission Act and pursuant to the provisions of Ordinance No. 4488 adopted on May 20, 2003, the City has previously issued and there are presently outstanding $1,275,000 in aggregate principal amount of the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"), which Series 2003 Bonds are secured by the pledge of and lien upon the City's receipts of the A&P Tax; and

WHEREAS, the City's Advertising and Promotion Commission (the "Commission") by resolution adopted on May 13, 2013, has recommended that the City assist in (i) the completion of the proposed Walton Arts Center expansion and renovation (the "Walton Arts Center Improvements") and (ii) the acquisition, construction and equipping of a regional park (the "Park Improvements") through the issuance of its capital improvement bonds; and

WHEREAS, the Commission has determined and the City Council concurs that the Walton Arts Center is a cultural arts and entertainment facility and its expansion and renovation will constitute a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) §14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and

WHEREAS, the Commission has further determined and the City Council concurs that the City's proposed regional park will constitute a "public recreation facility" and "city park" within the meaning of Arkansas Code Annotated (2008 Repl.) §26-75-606 and a "tourism project" within the meaning of Arkansas Code Annotated (1998 Repl.) §14-170-205 which will secure and develop tourism and thereby stimulate and enhance the economic growth and well-being of the City and its people; and

WHEREAS, the City Council has determined that there is a critical need for a source of revenue to finance the Walton Arts Center Improvements and the Park Improvements, and that the receipts of the A&P Tax could be so utilized, but only upon refunding of the Series 2003 Bonds; and

WHEREAS, if approved by the electors of the City, the City has determined to issue (1) its refunding bonds in principal amount not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) its capital improvement bonds in principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds') for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) its capital improvement revenue bonds in principal amount not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements, which Refunding Bonds, Walton Arts Center

Bonds and Park Bonds are to be equally and ratably secured by a pledge of and lien upon the receipts of the A&P Tax; and

WHEREAS, the purpose of this Ordinance is to call a special election on the issuance by the City of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fayetteville, Arkansas:

Section 1. That under the authority of the Constitution and laws of the State of Arkansas, including particularly the Advertising and Promotion Commission Act and Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act"), and subject to approval by the electors of the City as provided in Section 2 below, there is hereby authorized the issuance of (1) the City's Hotel and Restaurant Gross Receipts Tax Refunding Bonds in the aggregate principal amount of not to exceed $1,500,000 (the "Refunding Bonds") for the purpose of refunding the Series 2003 Bonds, (2) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $6,900,000 (the "Walton Arts Center Bonds") for the purpose of financing a portion of the Walton Arts Center Improvements, and (3) the City's Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds in the aggregate principal amount of not to exceed $3,500,000 (the "Park Bonds") for the purpose of financing a portion of the Park Improvements. Unless the issuance of the Refunding Bonds and either the Walton Arts Center Bonds or the Park Bonds is approved by the electors of the City, no bonds will be issued by the City. If the issuance of the Refunding Bonds and either the Walton Arts Center Bonds or the Park Bonds is approved by the electors of the City, such bonds may thereafter be issued in one or more series from time to time in an aggregate principal amount not to exceed the respective principal amount(s) approved by the City's electors. Such bonds as are issued by the City will be secured on a parity basis by a pledge of and a lien upon the receipts of the A&P Tax.

Section 2. That there be, and there is hereby called, a special election to be held on Tuesday, November 12, 2013, at which election there shall be submitted to the electors of the City the questions of the issuance of the Refunding Bonds, the Walton Arts Center Bonds and the Park Bonds.

Section 3. That the questions shall be placed on the ballot for the special election in substantially the following forms:

Question One:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of refunding bonds in principal amount not to exceed $1,500,000 (the "Refunding Bonds"), pursuant to Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of refunding the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003 (the "Series 2003 Bonds"). If the issuance of the Refunding Bonds is approved, the Refunding Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption. Unless the issuance of the Refunding Bonds and either the Walton Arts Center Bonds (Question 2 below) or the Park Bonds (Question 3 below) is approved by the electors of the City, no bonds will be issued by the City.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Refunding Bonds in principal amount not to exceed $1,500,000 .....☐

AGAINST the issuance of Refunding Bonds in principal amount not to exceed $1,500,000 .....☐

Question Two:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $6,900,000 (the "Walton Arts Center Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of the expansion and

renovation of the Walton Arts Center located within Fayetteville, (the "Walton Arts Center Improvements"). If the issuance of the Walton Arts Center Bonds is approved, the Walton Arts Center Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax") levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption. Unless the issuance of the Refunding Bonds (Question 1 above) and either the Walton Arts Center Bonds or the Park Bonds (Question 3 below) is approved by the electors of the City, no bonds will be issued by the City.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Walton Arts Center Bonds in principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements .....☐

AGAINST the issuance of Walton Arts Center Bonds in principal amount not to exceed $6,900,000 for the purpose of financing a portion of the costs of the Walton Arts Center Improvements .....☐

Question Three:

There is submitted to the qualified electors of the City of Fayetteville, Arkansas, the question of the issuance of capital improvement bonds in principal amount not to exceed $3,500,000 (the "Park Bonds"), pursuant to Title 14, Chapter 170, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Tourism Revenue Bond Act") and Title 26, Chapter 75, Subchapter 6 of the Arkansas Code of 1987 Annotated (the "Advertising and Promotion Commission Act"), for the purpose of financing a portion of the costs of constructing and equipping a regional park owned by and located within the City of Fayetteville, which may include baseball fields, soccer fields and related facilities (the "Park Project"). If the issuance of the Park Bonds is approved, the Park Bonds shall be secured by a pledge of and lien upon the receipts of an existing one percent (1.00%) tax (the "A&P Tax")

levied pursuant to Ordinance No. 2310 upon the gross receipts or gross proceeds (i) derived from renting, leasing or otherwise furnishing hotel or motel accommodations for profit within the boundaries of the City and (ii) of restaurants, cafes, cafeterias, delis, drive-in restaurants, carry-out restaurants, concession stands, convenience stores, grocery store-restaurants, caterers and similar businesses within the boundaries of the City engaged in the business of selling prepared food for on-premises or off-premises consumption. Unless the issuance of the Refunding Bonds (Question 1 above) and either the Walton Arts Center Bonds (Question 2 above) or the Park Bonds is approved by the electors of the City, no bonds will be issued by the City.

Vote on the question by placing an "X" in one of the squares following the question, either for or against:

FOR the issuance of Park Bonds in principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of constructing and equipping the Park Improvements .....☐

AGAINST the issuance of Park Bonds in principal amount not to exceed $3,500,000 for the purpose of financing a portion of the costs of acquiring, constructing and equipping the Park Improvements .....☐

Section 4. That the election shall be held and conducted and the vote canvassed and the results declared under the law and in the manner now provided for Arkansas municipal elections unless otherwise provided in the Advertising and Promotion Commissions Act or the Tourism Revenue Bond Act, and only qualified voters of the City shall have the right to vote at the election. The City Clerk is hereby directed to give notice of the special election by one advertisement in a newspaper of general circulation within the City, the publication to be not less than ten (10) days prior to the date of the election.

Section 5. That the results of the special election shall be proclaimed by the Mayor, and his proclamation shall be published one time in a newspaper of general circulation within the City. The proclamation shall advise that the results as proclaimed shall be conclusive unless attacked in the Circuit Court of Washington County within thirty (30) days after the date of publication of the proclamation.

Section 6. That the Mayor and the City Clerk, for and on behalf of the City, be, and they hereby are authorized and directed to do any and all things necessary to call and hold the special election as herein provided and, if the issuance of the Refunding Bonds, the Walton Arts

Center Bonds and/or the Park Bonds are approved by the electors, to perform all acts of whatever nature necessary to carry out the authority conferred by this Ordinance.

Section 7. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. That it is hereby ascertained and declared that there is a critical need to obtain an additional source of revenue to finance needed capital improvements, including the Walton Arts Center Project and the Park Project, all in order to promote and protect the peace, health, safety and welfare of the inhabitants of the City. It is, therefore, declared that an emergency exists and this Ordinance being necessary for the immediate preservation of public peace, health and safety shall be in force and effect immediately from and after its passage.

PASSED AND APPROVED this 20th day of August, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Agenda Session 7-30-13

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
August 6, 2013

A meeting of the Fayetteville City Council will be held on August 6, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the July 16, 2013 City Council meeting minutes.

2. **Arkansas State Highway and Transportation Department:** A resolution to approve an Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department and to approve the attached budget adjustment of $75,000.00.

3. **2013 ADEQ E-Waste Grant:** A resolution authorizing acceptance of a 2013 Arkansas Department of Environmental Quality E-Waste Grant of $25,000.00 for an E-Waste coupon redemption program, and approving a budget adjustment.

4. **Bid #13-38 General Construction Solutions, Inc.:** A resolution awarding Bid #13-38 and approving a contract with General Construction Solutions, Inc. in the amount of $108,982.00 for construction of sanitary sewer repairs in the vicinity of the Cliffs Apartments due to Spring 2011 flooding, approving a $10,000.00 project contingency, and approving a budget adjustment.

5. **Bid #13-39 Goodwin & Goodwin:** A resolution awarding Bid #13-39 and approving a contract with Goodwin & Goodwin, Inc. in the amount of $1,262,647.00 for construction of water and sewer main replacements along the West Fork of the White River, approving a project contingency of $125,000.00, and approving a budget adjustment.

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7. **Crafton Tull Amendment #1:** A resolution approving Amendment No. 1 to the contract with Crafton Tull for construction phase services associated with renovation of pool buildings at Wilson Park in an additional amount not to exceed $15,000.00, and approving a budget adjustment.

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10. **Arkansas State Highway Department Safe Routes to School Grant:** A resolution authorizing acceptance of an Arkansas State Highway and Transportation Department Safe Routes to School Grant in the amount of $81,248.00 to be utilized for construction of a pedestrian bridge along Salem Road connecting Holcomb Elementary and Holt Middle School, and approving a budget adjustment.

11. **Aircraft Passenger Stairs:** A resolution approving a budget adjustment in the amount of $3,500.00 to provide for an increase in the project budget for the purchase of aircraft passenger stairs for Fayetteville Executive Airport-Drake Field.

B. Unfinished Business: None

C. Pubic Hearing:

1. **Raze and Removal 515 E. Township Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Marshall Aaron Mahan located at 515 E. Township Street in the City of Fayetteville, Arkansas.

D. New Business:

1. **RZN 13-4410 (2468 N. Crossover Rd./Lynnwood Estates):** An ordinance rezoning that property described in rezoning petition RZN 13-4410, for approximately 4.66 acres located at 2468 North Crossover Road from RSF-2, Residential Single-Family, 2 units per acre, to R-O, Residential Office, subject to a Bill of Assurance.

2. **ADM 13-4408 (Bicycle Parking Code Amendments):** An ordinance to amend §172.10 Bicycle Parking Rack Requirements (D)(2)(e) to reduce the minimum clearance to a fire hydrant from 15 feet to 6 feet.

3. **Amend §72.58 Off-Street Parking Facilities; Rules and Rates:** An ordinance to amend §72.58 Off-Street Parking Facilities; Rules and Rates by enacting a new subsection (N) Electric Vehicle Charging Station.

Consent

4. **RFP #13-07 Everbridge, Inc.:** A resolution awarding RFP #13-07 and approving a contract with Everbridge, Inc. for the provision of emergency notification services, and approving a budget adjustment in the amount of $32,000.00.

Ask Kit for Final Ordinance

5. **Special Election for HMR Bonds:** An ordinance calling and setting a date for a special election on the questions of the issuance by the City of (1) not to exceed $1,500,000 of Hotel and Restaurant Gross Receipts Tax Refunding Bonds for the purpose of refunding the City's outstanding Hotel and Restaurant Gross Receipts Tax Refunding Bonds, Series 2003, (2) not to exceed $6,900,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with the renovation and expansion of Walton Arts Center, and (3) not to exceed $3,500,000 of Hotel and Restaurant Gross Receipts Tax and Tourism Revenue Capital Improvement Bonds for the purpose of financing certain costs in connection with a proposed Regional Park; pledging the proceeds from the existing one percent (1.00%) Hotel, Motel and Restaurant Gross Receipts Tax originally levied by Ordinance No. 2310 to the payment of the Refunding Bonds and Capital Improvement Bonds; prescribing other matters pertaining thereto; and declaring an emergency.

E. City Council Agenda Session Presentations:

1. **2012 Audit Management Letter Report** – Tony C. Uth, Jr., Audit Committee Chair

2. **Budget Reserves Discussion** – Paul Becker, Finance Director

F. City Council Tour: 5:00 p.m. – August 12, 2013 RZN 13-4410 2468 N. Crossover Road / Lynnwood Estates

G. Announcements:

Adjournment:

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Pre Agenda Meeting 7/24/13

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From: Vicki Deaton
To: City Clerk
CC: Branson, Lisa; Johnson, Kimberly
Date: 7/5/2013 4:12 PM
Subject: agenda presentation reschedule

All,

Paul placed an agenda presentation item on the 7/16/13 City Council meeting agenda. It is:
D. City Council Agenda Session Presentations:

1. 2012 Audit Management Letter Report - Tony C. Uth, Jr., Audit Committee Chair

We need to remove this item because Tony cannot attend the agenda session on 7/9/13.

We want to place this same item as an agenda presentation on the 8/6/13 City Council meeting agenda, so Tony can make his presentation on 7/30/13. Thanks. Vicki

Vicki D. Deaton, CFE, CISA
City of Fayetteville Internal Auditor
113 W. Mountain
Fayetteville, AR 72701
479-575-8261
TDD (Telecommunications Device for the Deaf) 479-521-1316

Handed out at Agenda Session 7-30-13

Fayetteville
ARKANSAS

Fund Balance / Budget Discussion

July 30, 2013

http://ch-sharepoint/BIMS/DIVISION/BudPrep2014/CITY_COUNCIL/20130730_FUND_BALANCE_DISCUSSION/1010_2014_PRELIM_PROJECTION_20130730.pptx

Prepared By:
Budget & Information Management

General Fund

2013 Ending Fund Balance Projection*

12/31/2012 Fund Balance	$	14,920,000
Less: Cash Funded Re-budget & Salary Adjustment		(2,095,000)
Adjusted Fund Balance	$	12,825,000
Required Reserve		(5,700,000)
Projected Free Reserve (12/31/2013)	**$**	**7,125,000**

* If Original Revenue Projections are Met

General Fund Projections: 2013-2016
- Based on 2% Sales Tax Growth

Based on 2.0% Sales Tax Increase

		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	(228,000)	$	(1,197,000)
2015 Fund Balance Source/(Use)	$	239,000	$	(1,733,000)
2016 Fund Balance Source/(Use)	$	714,000	$	(2,296,000)
Total Effect on Fund Balance	**$**	**725,000**	**$**	**(5,226,000)**

* At the end of 2016 still not caught up if we give yearly raises.

General Fund Projections: 2013-2016
- Based on 4% Sales Tax Growth

Based on 4.0% Sales Tax Increase		Without Salary Adjustment		With Salary Adjustment
2014 Fund Balance Source/(Use)	$	228,000	$	(741,000)
2015 Fund Balance Source/(Use)	$	1,178,000	$	(794,000)
2016 Fund Balance Source/(Use)	$	2,166,000	$	(844,000)
Total Effect on Fund Balance	**$**	**3,572,000**	**$**	**(2,379,000)**

* At the end of 2016 still not caught up if we give yearly raises.

Frozen Position Listing Prioritized

1010-General	
Job Description of Prioritized Positions	FTE
Business License Clerk (Permit Clerk)	1.00
Police Officer	4.00
Fire Captain	1.00
Firefighter	1.00
Dispatcher I	1.00
Budget Analyst	1.00
Maintenance Worker IV - Parks	1.00
Maintenance Worker II - Parks	1.00
IT Project Manager (Director Internal Consulting)	1.00
Human Resources Generalist (Benefits Administrator)	1.00
Building Inspector (Building Official - Safety)	1.00
Custodian (Construction & Contract Manager)	0.50
Planner (Director of Current Planning)	1.00
Inspections Clerk	1.00
Senior Secretary - Police	1.00
Transcriptionist	0.50
Total Prioritized ($1,021,913)	18.00
Job Description of Position Reductions	FTE
Assistant City Engineer	1.00
Deputy Chief of Police	1.00
Inspections Clerk	0.50
Intern I	0.50
Park Patrol	0.60
Total Reductions ($216,691)	3.60
Grand Total	21.60

Reserve Consideration Items Suggested by the City Council Members

- Transportation & Transit Plan – Estimated between $250,000 - $500,000.
- Animal Shelter/Vet. Center Renovations – Estimated between $70,000 - $90,000.
- Woolsey Farmstead Assessment & Renovation – Estimates unknown at this time. ($2,500 for the Assessment; Renovation/Restoration/Preservation Cost unknown).
- Woolsey Wet Prairie Wetlands Expansion – Currently funded at $300,000; and the City is still working with the Corp of Engineers to have a final determination made on the current credits. Additional Wetlands expansion cost is unknown at this time.
- Contract Grant Writing Services – Estimated $60,000 to $70,000 annually.
- Contract Historic Structure Review Services – Estimated $30,000 annually.

Reserve Consideration Items Suggested by the City Council Members *(continued)*

- Cleveland Traffic Calming – dependent upon the selected traffic calming design; ranges in cost from $130,000 to $210,000.

- Lights of the Ozarks Expansion to Block & Dickson Streets – Received funding from A&P and the Mayor has requested discretionary funding from State Legislative Funds. Other Budgetary impact unknown.

- Sidewalk Improvements & Installation (new) – Several Alderman have expressed an interest in the expansion of our sidewalk and street crossing program. The Mayor has recommended the use of funds received from the State Roads Tax that began July 2013.

- Implementation of Mandatory Recycling for Multi-Family Units (Starting with Units over 100 units) – This will be an impact on the Solid Waste Division's Enterprise Fund CIP program, depending on the number of commodities collected and processed.

Other Expenditure Considerations

Other Considerations that could impact the budget that some Alderman have mentioned waiting to see what this impact is before moving forward with new expenditures:

a. Future Employee Wage & Health Insurance Cost Funding and reserves needed until growth pays for increases.
b. Current Unfunded CIP should be evaluated as new items are considered.
c. Any additional investment dollars needed for the Regional Park Construction.
d. Any additional investment dollars needed for the Downtown Parking Deck/WAC Offices.
e. Future Fuel Price Increases.
f. Implementation of ERP System (replacement of current New World System) – All Areas.
g. Implementation of ERP System (replacement of current New World System) for the Police Department and District Court.

Green Revolving Fund (GRF)

Local examples

Street lights

- Current cost: $575,000 annually
- Low bound of savings: 40% or $230000

Buildings built before 1991

- 45 buildings
- ~340,000 sf
- Some buildings built in the 20's and 30's.
- 10% utility savings is typical (but we can't even find that out right now)

Stats

Medians from university GRF's:

- Project ROI: 32%
    - If city established a $500k fund, annual ROI would be $150k/year.
    - If half of that went to support new projects, the General Fund reserves could be paid back in 7 years (though there may be better options for using the other half).
- Project payback period: 4 years

In simple terms

1. GRF tracks savings explicitly
2. spends at least half of savings on new efficiency projects
3. an administrative fee is included in all project cost sheets
4. other half goes to:
    a. immediate operational needs (new employee positions), or
    b. loans to employees (Project HEAL model), or
    c. new programs, or
    d. loans to outside institutions, or
    e. replenishing the reserves ($500k GRF would take 7 years to pay back at the median ROI)

Multiple models

Simple (can be done administratively):

- New line-item on each divisional budget to account for savings
- Commitment to revolve at least 50% of the savings to new energy efficiency projects

More complex, but also more flexible (requires a new ordinance):

- Establishment of Green Revolving Fund makes interdepartmental loans, just like the Shop Fund
- Provides central accounting for efficiency projects
- Ability to charge interest on loans allows us to protect initial fund balance against inflation

Implementation steps

1. Research case studies of the various models
2. Perform an energy audit on at least 10% of our air-conditioned square footage
    a. Hard to estimate costs at this stage but auditing 10% of our air conditioned space built before 1991 would be ~$80k according to per-square-foot figures provided by Viridian
3. Prioritize project proposals according to their ROI and payback period.
4. Debate models and pass ordinance or implement administratively.

What kind of city do we want to be?

Project HEAL

- half goes to future projects, like usual
- other half goes to home efficiency loans for employees
- employee loans backed by local institution
- **create a HEAL coalition with local industry**
- get technical assistance from the Clinton Foundation
- L'Oreal medians: $416 and 2.2 tons annually
    - If that holds, 1000 employee loans makes for an annual impact of $416k and 2200 tons of CO_2. In real terms it's like each employee cuts his or her driving in almost half and that economic impact is roughly equivalent to one high-end retail store on the square or two small, family-operated service businesses.

Case studies

Universities

- Harvard
- University of Illinois Urbana-Champaign
- University of Denver
- Iowa State University
- plus more than 50 others

Gov

1. Alabama
2. Alaska
3. Connecticut
4. Iowa
5. Kansas
6. Kentucky
7. Maine
8. Maryland
9. Mississippi
10. Missouri
11. and 15 more...