

Mayor Tab Townsell

City Attorney Michael Murphy

City Clerk/Treasurer Michael O. Garrett



Aldermen

Ward 1 Position 1 – Andy Hawkins
Ward 1 Position 2 – David Grimes
Ward 2 Position 1 – Mark Vaught
Ward 2 Position 2 – Shelley Mehl
Ward 3 Position 1 – John Thompson
Ward 3 Position 2 – Mary Smith
Ward 4 Position 1 – Theodore Jones, Jr.
Ward 4 Position 2 – Shelia Whitmore

City of Conway

5:30p--Committee Meeting:

No Committee Meeting

6:30pm – City Council Meeting

Courtroom in District Court Building

810 Parkway, Conway, AR 72034

July 8th, 2008

1. **Call to Order**
2. **Roll Call**
3. **Minutes: June 19th, 2008 & June 24th, 2008**
4. **Recognition of Guests:**
5. **Public Hearings:**

6. **Report of Standing Committees:**
 - A. **Economic Development Committee (Airport, Conway Corporation, CDC, Downtown Partnership)**
 1. Consideration of accepting the proposal for land appraisal services for establishing the value of land required for the new airport from Lightle Appraisal Services.
 2. Consideration of accepting the proposal for review appraisal services from Richard A. Stephens & Associates for reviewing and confirming the value established by the Appraiser for the new Conway Airport.
 3. Consideration of accepting the proposal for engineering Services for the initial phase of the new airport from Garver Engineers.

 - B. **Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)**
 1. Resolution setting a public hearing for July 22nd, 2008 to discuss the reduction of an access/utility easement located in Meadows Commercial Subdivision.
 2. Consideration to accept the nomination from the A&P Commission of Dale Bruns to fill out the remainder of a vacancy on the board.

 - C. **Public Service Committee (Sanitation, Parks & Recreation, & Physical Plant)**
 1. Consideration of accepting bids for a residential refuse collection truck for Sanitation Department.

2. Ordinance appropriating revenue funds to the Conway Sanitation Department.
3. Consideration to enter into agreement with KONE for the service of the elevators in City Hall & at the McGee Center & Don Owens Sports Complex.
4. Ordinance appropriating funds for the maintenance and upkeep of the City's elevators in City Hall & Parks & Recreation Department.

D. Public Safety Committee (Police, CEOC, IT Technology, Fire, Dist. Court & City Att., & Animal Control)

1. Ordinance appropriating asset forfeiture funds for the Conway Police Department.
2. Ordinance appropriating funds for two part time internship positions with the Conway Fire Department.
3. Consideration of entering into a mutual aid agreement in fire protection and hazardous materials incident response with the City of Maumelle.

E. Personnel

1. Consideration of adopting an amended City of Conway Employee Handbook.
(Information to be provided)

7. Old Business

- A. Ordinance clarifying the 30 minute parking zones located on the South Side of the Downtown Post Office. *(Information to be provided)*

8. New Business

Adjournment



June 25, 2008

Mayor Tab Townsell
City of Conway
1201 Oak Street
Conway, AR 7032

RE: Appraisal Services
Airport Relocation Project
Conway, Arkansas

Dear Mayor Townsell:

The following list, taken from the plat provided to us, is our fee schedule for completing the acquisition appraisal assignments you require to the relocate the Conway Airport:

	Property Identification	Owned Acres	Easement Acres	Fee
1	CDC	113	28	\$6,500
2	J.W. Brown	113	48	\$6,500
3	Moon Trust	53	23	\$6,500
4	Jack Williams	43	8	\$6,500
5	Jerry Pearson	28	NA	\$4,000
	Totals	350	107	\$30,000

The appraisals will be developed and written to conform with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA - 2000) and Federal Aviation Administration (FAA) supplemental standards to UASFLA. Thank you for choosing our firm for this assignment; if you have any questions or need additional information, please contact me at my office (501-268-8741) or my cell phone (501-279-7502).

Very truly yours,

J. Burnett (Burney) Lightle III, MAI

REAL ESTATE SPECIALISTS | **Richard A. Stephens & Associates**APPRAISALS
ANALYSIS
COUNSELING
MARKET
FEASIBILITY

June 5, 2008

The Honorable Tab Townsell
Mayor, City of Conway
1201 Oak Street
Conway, Arkansas 72201

SUBJECT: Proposal and Engagement Agreement to provide real estate appraisal review/consulting services, for land acquisition associated with the relocated Conway Airport, Conway, Faulkner County, Arkansas.

Dear Mayor Townsell:

Thank you for allowing us the opportunity of submitting this engagement letter to you for providing real estate appraisal review/consulting services relating to land acquisitions associated with the relocated Conway Airport, Conway, Faulkner County, Arkansas. It is our understanding that the project consists of the review of real estate appraisals for five tracts of agricultural land. Four of the tracts will require a "before" and "after" analyses of both a fee acquisition and imposition of aviation easement(s).

It is our understanding that the appraisals to be reviewed will consist of five documents. Four of the appraisals will present market analyses "before" and "after" the fee simple acquisition of parts of the ownership. These tracts, in some configuration, will also be partially or wholly encumbered with aviation easements, and the analyses will also present a determination of the worth of the ownerships "before" and "after" the imposition of the easements. One tract will present the analysis "before" and "after" the fee simple acquisition of part of the parcel for the airport relocation.

Richard A. Stephens and Associates, Inc. would be retained as an independent real estate appraiser whose primary responsibility would be to review the appraisals prepared for the project.

Underlying conditions in our investigation and written documents will be predicated on the hypothesis that the real estate is owed in a fee simple estate. The use of the review reports is expected to be employed as the basis for acquisition of five parcels and placement of aviation easements across four of the ownerships. Users are to be the City of Conway, the FAA, and possibly the courts.

Richard A. Stephens and Associates, Inc. 400 West Capitol Suite 1222 Little Rock, AR 72201

Legal descriptions for the ownerships and the areas to be encumbered with the aviation easements are not available, but will be provided as a part of the appraisal and appraisal review process. It is our understanding that we will also be provided with any surveys, plot plans, drawings or parcel data that are developed for the project as well as copies of any title work or other legal documents produced for the acquisitions.

As you requested, our anticipated scope of work for the assignment will include the following:

1. View each of the subject properties, review the comparable sales data as well as comparable aviation easement data (if applicable) that is presented in the comparable sales/easement portions of the appraisals to be reviewed.
2. Review economic conditions present in the local market at the effective date of value, that have relevance to the underlying real property in the topic ownerships.
3. Review each of the five appraisals to determine their compliance with the mandates of the *Uniform Standards for Federal Land Acquisitions*, as well as the *Uniform Standards of Professional Appraisal Practice (USPAP)*, and prepare an appraisal review for each of the five reports that are submitted.
4. Communicate with the appraiser if there are questions regarding the data utilized or techniques employed in the appraisal documents presented for review. If there are alterations necessary to the appraisals, work with the appraiser to amend the original documents so that they are compliant with edicts of the *Uniform Standards for Federal Land Acquisitions*, as well as the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
5. Undertake such additional duties as are necessary to render the value opinion.
6. If necessary, consult with you and/or your representative regarding the estimated market value of the parcels.
7. Prepare two copies of a "Review Appraisal Report" setting out our conclusions for the acquisitions and easement encumbrance.

The estimated fee for completion of the assignment would be in the range of about \$14,000. (For each of the four parcels that constitute the analyses of fee takings in a "before" and "after" format as well as easement acquisitions in a "before" and "after" format, our estimated fee is in the range of \$3,000. Our fee for the review appraisal of the parcel that will consist of a "before" and "after" analysis of a fee simple acquisition, our estimated fee is in the range of about \$2,000.) Our fee would be payable at the time of delivery of the reports.

After completion of the project, additional services may be developed, however, that will be classified as "supplementary tasks." For the additional duties, however, those undertakings that include litigation support, depositions, court testimony, meetings, negotiations and other actions which will require increased hours and responsibilities will be termed as supplementary assignments.

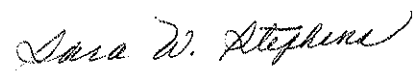
These services will be performed on an hourly basis in accordance with the schedule below:

PERSONNEL

<u>NAME</u>	<u>DUTY</u>	<u>RATE</u>
Richard A. Stephens	Principal	\$2500 per hour
Sara W. Stephens	Principal	\$150 per hour

Other than the services outlined in this document, no ancillary actions will be undertaken without your express approval. Thank you for allowing us to submit this engagement agreement to you. If the foregoing terms are acceptable, please indicate by returning one of the enclosed copies of this letter with your signature. You may retain one copy of the letter for your files. We are looking forward to working with you on this project.

RICHARD A. STEPHENS & ASSOCIATES, INC.



By:
Sara W. Stephens, FRICS, CRE, MAI
President, Richard A. Stephens and Associates, Inc.

Accepted and Approved:

By: _____
Mayor Tab Townsell
City of Conway, Arkansas

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF CONWAY
CONWAY, ARKANSAS
Project No. 0605-0523P**

This is an agreement made as of _____, 20____, between the **City of CONWAY**, hereinafter called "Owner" and/or "City" and **Garver Engineers, LLC**, hereinafter called the "Engineer".

The Owner intends to make the following improvements:

NEW CONWAY MUNICIPAL AIRPORT - PHASE 1

The Engineer will provide engineering and surveying services related to these improvements as described herein. Project improvements shall be in accordance with planning for the project, and applications for Federal Funds prepared by the Engineer.

The Owner and the Engineer in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying services by the Engineer and the payment for those services by the Owner as set forth below. Execution of the agreement by the Engineer and the Owner constitutes the Owner's written authorization to the Engineer to proceed on the date first above written with the services described herein.

SECTION 1 - EMPLOYMENT OF THE ENGINEER

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional engineering and surveying services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. The Engineer will coordinate his services with the Owner, the FAA, and others required in the accomplishment of the work, and the standards of skill and care ordinarily used by members of the Engineer's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay the Engineer compensation as stated in the sections to follow. All of the engineering and surveying services included in this agreement will be supplied by the Engineer's personnel or personnel under subcontract to the Engineer. Subconsultant agreements are subject to approval by the Owner.

SECTION 2 - SCOPE OF SERVICES

The Engineer's scope of services is described in attached Appendix A.

SECTION 3 - PAYMENT

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay the Engineer as outlined in the below table. The Owner intends to pay the Engineer from FAA AIP Grant No. 3-05-0089-001-2008 and represents that funds are available to pay the Engineer from FAA AIP Grant No. 3-05-0089-001-2008, or funds will be borrowed from another source as necessary to pay the Engineer.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Support Services	\$45,000	Cost Plus Fixed Fee
Property Acquisition Support	\$50,000	Cost Plus Fixed Fee
Preliminary Airfield Design	\$390,000	Lump Sum
Airport Layout Plan Update	\$30,000	Lump Sum
Stage 1 Grading and Drainage Construction Final Design and Bidding Services	\$90,000	Lump Sum
Stage 2 Perimeter Fencing Construction Design and Bidding Services	\$45,000	Lump Sum
TOTAL FEE	\$650,000	

For **Preliminary Airfield Design, Airport Layout Plan Update, Stage 1 Grading and Drainage Construction Final Design and Bidding Services, and Stage 2 Perimeter Fencing Construction Design and Bidding Services**, the Owner agrees to pay the Engineer on a Lump Sum basis as tabulated above. The lump sum amount to be paid under this agreement is \$555,000. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner indicating the estimated proportion of the amount of work accomplished. Payments not received within 60 days of invoice date will be subject to bear interest at the highest rate permitted under state law.

For the Cost Plus Fixed Fee services, **Project Support Services and Property Acquisition Support**, tabulated above, the Owner will pay the Engineer, for time spent on the project, at the unburdened hourly payroll rate of each of the Engineer's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 183.59% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$5,689 for **Project Support Services** and \$2,824 for **Property Acquisition Support**. Estimated cost of these services, including the fixed fee is \$45,000 for **Project Support Services** and \$50,000 for **Property Acquisition Support**. The actual total fee may exceed this estimate. For informational purposes, a breakdown of the Engineer's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, subcontracts, consulting fees, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay the Engineer on a monthly basis, based upon statements submitted by the Engineer to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to bear interest at the highest rate permitted under state

law.

Any unused portion of the fee, due to delays beyond the Engineer's control, will be increased 6% annually with the first increase effective on or about May 1, 2009.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay the Engineer, for time spent on the project, at the rates shown in Appendix B for each classification of the Engineer's personnel plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about May 1, 2009.

SECTION 4 - OWNER'S RESPONSIBILITIES

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

1. Giving thorough consideration to all documents presented by the Engineer and informing the Engineer of all decisions within a reasonable time so as not to delay the work of the Engineer.
2. Making provision for the employees of the Engineer to enter public and private lands as required for the Engineer to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing the Engineer such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Paying all plan review and advertising costs in connection with the project.
6. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
7. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
8. Giving prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter the Engineer's performance under this Agreement.
9. Owner will not hire any of the Engineer's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

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

The Engineer's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and the Engineer's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

The Engineer retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of the Engineer, shall be without liability to the Engineer and the Engineer's consultants. The Owner shall indemnify, defend, save harmless the Engineer, the Engineer's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of the Engineer.

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

5.2 Opinions of Cost

Since the Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the Engineer's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by the Engineer.

The Owner understands that the construction cost estimates developed by the Engineer do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, the Engineer will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

The Engineer will provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, the Engineer cannot be responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes.

5.4 Insurance

The Engineer currently has in force, and agrees to maintain in force for the life of this Contract, the following schedule of insurance:

Workmen's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

The FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. The Engineer shall maintain all required records for 3 years after the Owner makes final payment and all other pending matters are closed.

After completion of the Project, and prior to final payment, the Engineer shall deliver to the Owner all original documentation prepared under this Contract, and one (1) set of the record drawing Construction Plans updated to reflect changes. One (1) set of the record drawing Construction Plans will also be delivered to the FAA Airport Region Office. In the event the Owner does not have proper storage facilities for the protection of the original Drawings, the Owner may request the Engineer to retain the Drawings with the provision that they will be made available upon written request.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, the Engineer agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Engineer, its subconsultants, or any other party for whom the Engineer is legally liable, in the performance of their professional services under this contract.

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

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

5.7 Design without Construction Phase Services

It is understood and agreed that the Engineer's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Engineer, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Engineer and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Engineer and his or her subconsultants to all those named shall not exceed \$650,000, or the Engineer's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

5.9 Mediation

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

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

SECTION 6 - CONTROL OF SERVICES

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

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

SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICIES AND EXHIBITS

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 8.1.1 Appendix A - Scope of Services
 - 8.1.2 Appendix B - Fee Summary
 - 8.1.3 Appendix C - “Certification of Engineer”.
 - 8.1.4 Appendix D - “Mandatory Federal Contract Provisions For Professional Services Contracts”.

- 8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said appendices and exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the above named Engineer, and has been executed on behalf of the Owner, in two (2) counterparts, each of equal force, on the day and year first above written.

OWNER

ENGINEER

CITY OF CONWAY

GARVER ENGINEERS, LLC

By: _____

By: _____

Title: _____

Title: _____

ATTEST: _____

ATTEST: _____

APPENDIX A – SCOPE OF SERVICES

The Engineer shall render all professional engineering services necessary and customary in the planning and construction of the improvements described in the contract. Services for each phase of the project are described in more detail as follows for:

1. BASIC ENGINEERING SERVICES FOR THE:

1.A Preliminary and Study Phase, including Coordination with the City. The Engineer shall:

1.A.1 Serve as the Owner's representative in the preliminary phase of the project and furnish consultation and advice to the Owner during the performance of this service.

1.A.2 Attend preliminary conferences alone or with Owner representatives, local officials, state and federal agencies, utility companies and others regarding the proposed project, its general design, functions, and impact.

1.A.3 Assist the Owner in ordering and directing the accomplishment of such special services as soil borings and material tests as may be necessary.

1.A.4 Prepare a preliminary engineering report, supported by preliminary plans, and submit copies for review and approval to the OWNER and FAA in the number required.

1.A.5 Attend conferences for review and conduct coordination conference of interested agencies and utilities, if required.

1.A.6 The duties and responsibilities of ENGINEER during the Preliminary and Study Phase are amended and supplemented as indicated in the scope of services narrative below.

1.B Design Phase. The Engineer shall:

1.B.1 Plan and direct the balance of soil borings and tests required for final design of the project.

1.B.2 Prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to the Engineer by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by the Engineer from the FAA and the Arkansas Department of Labor for incorporation into the specifications for the proposed project.

1.B.3 Submit to the FAA Airport's Regional Office advance copies of the plans and specifications and cost estimates for review. The Engineer will make any additions to respond to comments by the FAA, and when the documents have been approved, the Engineer will furnish plans to the FAA and to the Owner for bidding and coordination purposes.

1.B.4 The Consultant shall prepare a "Construction Materials Quality Control Plan"

to be submitted to the Federal Aviation Administration (FAA) for approval at the time of final plans and specification submittal. At a minimum, the plan shall list all materials to be tested during construction, the appropriate time for testing, the ASTM test designation, the method of sampling, acceptance criteria, and tolerance criteria, and the frequency of testing required. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

1.B.5 The duties and responsibilities of ENGINEER during the Design Phase are amended and supplemented as indicated in the scope of services narrative below.

1.C Bidding or Negotiating Phase.

1.C.1 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences and receive and process deposits for Bidding Documents.

1.C.2 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.C.3 Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.C.4 Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.C.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.C.6 Assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

1.C.7 Attend and act as the Owner's representative at the required preconstruction conference.

1.C.8 The duties and responsibilities of ENGINEER during the Bidding or Negotiating Phase are amended and supplemented as indicated in the scope of services narrative below.

~~1.D Construction Phase. The Engineer shall:~~

~~1.D.1 Perform the duties and discharge the responsibilities stated in Project Specifications after receiving authorization to proceed with construction; however, the Engineer does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. As a minimum, the Engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. The Engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. The Engineer shall direct, supervise, advise, and counsel the construction observer in the~~

accomplishment of his duties.

~~1.D.2 Consult with and advise the Owner during the construction period. He will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Engineer shall supply to Owner such periodic reports and information as may be required by the FAA.~~

~~1.D.3 Applications for Payment are based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules.~~

~~1.D.4 Coordinate with the construction observers to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.~~

~~1.D.5 Assist the Owner in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.~~

~~1.D.6 When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.~~

~~1.D.7 The duties and responsibilities of ENGINEER during the Construction Phase are amended and supplemented as indicated in the scope of services narrative below.~~

~~1.E Construction Observer. The Construction Observer shall have field experience in the type of work to be performed, be fully qualified to make interpretations, decisions, field computations, etc. and have knowledge of testing requirements and procedures.~~

2. SPECIAL ENGINEERING SERVICES FOR:

2.A Surveys for Design and Preparation of Plans. The Engineer will use contracted personnel to accomplish surveys and aerial photography. Surveys will be made of existing facilities necessary for design and for preparation of reports, preliminary and final plans.

2.B Preliminary Work. The engineer shall support the owner's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the owner. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the owner's applications for funds.

~~2.C Construction Observation. During the normal project construction time estimated to be: **TBD calendar days**, the Engineer will maintain full time resident personnel on the job for construction observation and coordination of the work. Construction observation will be performed by qualified personnel mutually acceptable to the Owner and the Engineer. The construction observer shall endeavor to protect the Owner against defects and deficiencies in the work of the Contractor, but he does not guarantee the Contractor's performance. The construction observer will prepare requests for monthly and final payments to the Contractor and will provide information for preparation of record drawings of the completed project.~~

~~2.C.1 Submittal of FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.~~

~~2.C.2 The Engineer shall administer the construction materials quality control plan prepared by the engineer.~~

~~2.C.3 The Engineer shall prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Materials Quality Control Plan."~~

~~3. TESTING:~~

~~The Engineer shall direct the making of sufficient material tests by an approved testing laboratory to permit proper design of the improvements and to demonstrate compliance with specifications during construction.~~

4. ADDITIONAL SERVICES:

4.A After approval of the Preliminary Plans and Specifications, should there be a change in the Scope of Work or a significant change that requires re-design, the Engineer will make such changes as directed by the Owner.

~~4.B When directed by the Owner, the Engineer will prepare major Change Orders or Supplemental Agreements during the construction phase as required to accomplish the work. Major Change Orders are defined as those that require re-design or substantial engineering.~~

~~4.C If unanticipated conditions should arise that extend the Project construction time beyond that established in the Contract Documents, the Engineer will maintain resident personnel on the job, as required, to complete the Project.~~

~~4.D When directed by the Owner, the Engineer will assist as expert witness in litigation arising from the development or construction of the Project.~~

~~4.E Fees for Additional Services above and as outlined in Section 3 shall be compensated per the provisions of Section 3, by contract amendment or as mutually agreed upon by the Owner and Engineer.~~

SCOPE OF SERVICES - NARRATIVE

PROJECT SUPPORT SERVICES, PROPERTY ACQUISITION SUPPORT, PRELIMINARY AIRFIELD DESIGN, AIRPORT LAYOUT PLAN UPDATE, STAGE 1 GRADING AND DRAINAGE CONSTRUCTION DESIGN AND BIDDING SERVICES, AND STAGE 2 PERIMETER FENCING CONSTRUCTION DESIGN AND BIDDING SERVICES

PROJECT SUPPORT SERVICES

SUPPORT SERVICES. Provide support services to the airport representatives to include attendance of meetings, exhibit development and presentation, and assistance with various issues all as requested or directed by airport representatives. Assist in the continued coordination and preliminary work associated with the various items necessary or anticipated related to the ultimate development of the airport. Services included are to be provided until the completion of the items of work in this Engineering Services Description.

APPLICATION/FUNDING SUPPORT. Provide support in preparing and executing funding plans for the project. Prepare state and federal applications for funding. Support to include preparation of preliminary cost estimates, funding source options, spreadsheet development, preparation and revisions, exhibit development, preparation and presentation, and in-person support at funding agency meetings. These services shall include one (1) trip to Fort Worth, Texas to meet with FAA personnel in support of the project. Services included are to be provided through the completion of the items of work in this Engineering Services Description.

DBE PLAN/UPDATE. Prepare a DBE program and FY 2009 DBE Goals in accordance with FAA guidelines. Submit DBE Program and goal to the FAA for approval. Assist in the advertisement of the DBE goals. Address all comments received by the FAA, and submit final document.

BIRD MITIGATION/ZONING SUPPORT. Assist airport representatives as directed to support efforts in bird mitigation and zoning support to include items such as meeting attendance, exhibit preparation, and other items as directed. Services included are to be provided through the completion of the items of work in this Engineering Services Description.

PROPERTY ACQUISITION COORDINATION

COORDINATION AND SUPPORT. Provide assistance and coordination of land acquisition activities with the City and FAA as directed by airport representatives. The proposed acquisition areas shall be as indicated on the attached drawing. Actual land areas acquired are subject to negotiation and further coordination. Actual acquisition area will be determined based on appraised property values (by others) and available FAA funding. This item shall also include attending meetings with exhibits for the City and residents as required throughout the length of the project.

ENVIRONMENTAL DUE DILLIGENCE AUDITS. Coordinate and provide services for

environmental due diligence audits (EDDA) to support property acquisition. Perform asbestos inspections of the structures located on the Brown property. This work will be performed by a subconsultant. Submit required documentation to airport representatives and to the FAA.

LAND SURVEYS. Coordinate and perform property boundary surveys as needed for land acquisition/easement of planned parcels. Reduce and evaluate surveys and boundary information in order to prepare the necessary property acquisition documents. Return survey crew to the site to set property boundary corner monuments for acquired property. This work will be performed by a subconsultant. Submit required documentation to airport representatives and to the FAA.

UPDATE AND MAINTAIN AIRPORT PROPERTY MAP. An “Exhibit A – Property Map” will be created, maintained, and submitted to the FAA indicating the land acquisition boundaries and parcels involved.

PRELIMINARY AIRFIELD DESIGN

TOPOGRAPHIC SURVEYS. Coordinate and perform topographic surveys of the site to include aerial photography, digital mapping, and digital ortho-photos. Topographic surveys and aerial mapping will be conducted under subcontract to obtain a digital terrain model of the entire site adequate for preliminary design of the airfield. Ground surveys will be conducted to provide control for and to supplement aerial mapping in order to obtain detailed topographic information of drainage features, fences, and other items as needed for design.

The surveys as described will be accomplished for support of preliminary and final plans. The surveys will establish existing ground elevations, and will locate existing roads, visible utilities, and other topographic features within the project boundary. The project boundary shall be defined as all of the property required by the airport for ultimate development (approximately 600 acres) and other affected off-site areas. Reduce field survey data and create a basemap for design using current versions of AutoCAD and InRoads.

- 1 GEOTECHNICAL INVESTIGATION. Coordinate with geotechnical firm to perform soils investigation. Provide surveying support as needed to include layout of soil borings and establish elevations to support the soil investigation, and field locate any additional soil boring locations. Soils investigation is to be accomplished by a subcontract between the Engineer and geotechnical firm, and will consist of multiple soil borings taken at various locations on the site, primarily in the vicinity of the proposed airfield pavement and terminal development. These soil borings will be referenced for pavement and structural designs.

MASTER PLAN REVIEW. Review the existing Airport Master Plan with regard to runway location and alignment, taxiway alignments, apron/ramp locations, and pavement strength. Airspace considerations are not included. Report findings and discuss modifications in the Engineer’s Report, show any modifications in the Preliminary Plans, and incorporate any modifications in the Airport Layout Plan Update.

PRELIMINARY PLANS. Prepare preliminary construction plans for the new airport. Perform preliminary site layout, grading, and drainage modeling. Review possible borrow sources and options

to provide fill material to the site. Preliminary plans in general shall show preliminary typical sections of airfield pavement, grading and drainage improvements including development of a site drainage model, horizontal and vertical layout of airfield and associated improvements, horizontal and general vertical layout of the access road and the required Lollie Road relocation, conceptual utility layout and fencing layout, cross sections of airfield pavement, striping plan and typical details.

Preliminary design of access road shall include typical section, preliminary horizontal layout, and concept vertical profile (in order to determine earthwork quantities). Design of drainage piping system and cross-sections for access road shall not be performed under this contract.

Conduct preliminary design of the airport's pavement and terminal area layout, profiles, and contours.

Perform pavement section design and develop typical pavement sections. Accomplish preliminary airfield drainage system design including ditch relocation, pipe size, type, and location. Determine preliminary required electrical improvements including control schematics, airfield lighting layout, guidance signage, electrical vault requirements, and associated details. Initial coordination with utility owners will be performed.

ENGINEER'S REPORT. Develop an engineer's report to outline the design criteria and project considerations used in the development of the preliminary plans. The engineer's report will be supported by portions of the preliminary plans, and will discuss the final design decisions of all major project parameters, including pavement section, pavement alignments and profiles, drainage improvements, electrical items, and the geotechnical report. Also included will be documentation of any modifications to standards required by the proposed project.

OPINION OF PROBABLE CONSTRUCTION COST. Develop a project cost estimate to support the preliminary plans and engineer's report. Calculate preliminary project quantities and research unit prices. Cost estimate shall be based upon quantities developed from the preliminary plans.

AIRPORT LAYOUT PLAN UPDATE

PREPARE NARRATIVE AND UPDATE THE AIRPORT LAYOUT DRAWING. Prepare narrative text including basic aeronautical forecasts, basis for proposed development, rationale for modifications to standards or unusual design features, and a summary of stages of construction as defined in the Airport Master Plan. Update the Airport Layout Drawing (ALD) using the information developed from the preliminary plans and incorporate any additional airport representative and FAA comments.

UPDATE AIRPORT AIRSPACE DRAWING. Using data gathered from recent photographs, preliminary plans, and other available sources, identify on plan view objects and top elevations that penetrate Part 77 surfaces. Identify and log obstructions to the Part 77 approaches. Update the approach profiles and depict objects and top elevations within the approach surface. No additional aerial photography or topographic surveys are to be performed.

UPDATE INNER/OUTER APPROACH DRAWINGS. Using data gathered from recent photographs, preliminary plans, and other available sources, compile, identify, and log obstructions to the inner approach surfaces to an elevation of 100' above the runway end, and on outer approach as appropriate. Calculate obstruction values based on the new runway end locations and elevations. Update obstruction data table. No additional aerial photography or topographic surveys are to be performed.

UPDATE TERMINAL AREA DRAWING. Update the terminal area drawing to reflect information generated by the preliminary plans.

UPDATE LAND USE DRAWING. Update land use drawing to reflect information generated by the preliminary plans and actual property acquired

UPDATE AIRPORT PROPERTY MAP. Update the airport property map to reflect information generated by the preliminary plans and any new actual property acquired.

PREPARE HEIGHT ZONING ORDINANCE. Prepare height zoning ordinance language that would limit the height of objects around the New Conway Airport. Prepare a drawing to establish certain zones which include all of the land lying beneath the approach surfaces, transitional surface, horizontal surface, and conical surface as they apply to the airport.

STAGE 1 GRADING AND DRAINAGE CONSTRUCTION FINAL DESIGN AND BIDDING SERVICES

PREPARE FINAL PLANS. Prepare final plans for a future Grading and Drainage construction contract based on comments from all parties upon review of the preliminary airfield plans and engineer's report. Refine the site drainage model for final design. Grading and Drainage Final Plans will consist of a grading project to include all major earthwork and drainage improvements required on the site, specifically those associated with the construction of the runway, taxiways, and apron areas, the relocation of Lollie Road, and relocation/modification of existing on-site drainage features to accommodate future airfield construction, detention basins, temporary and permanent erosion control measures. Grading and Drainage Final Plans will be completed for one (1) construction contract, and up to two (2) schedules. Conduct in-house quality control and constructability reviews. Submit final plans for agency approvals. Prepare and document final project quantities.

PREPARE SPECIFICATIONS AND CONTRACT DOCUMENTS. Prepare specifications and contract documents in accordance with FAA requirements. Submit specifications and contract documents for agency approvals. Prepare final Grading and Drainage cost estimate based on final project design quantities.

BIDDING SERVICES. Coordinate advertisement and bid dates with airport representatives. Dispense plans and specifications to prospective bidders and support plans through the bidding process. Respond to bidder inquiries and develop addenda as needed. Prepare bid tabulation, recommendation of award, execution of contract, coordination of notice to proceed. Prepare for and conduct preconstruction meeting. Issue Notice to Proceed for construction.

STAGE 2 PERIMETER FENCING CONSTRUCTION DESIGN AND BIDDING SERVICES

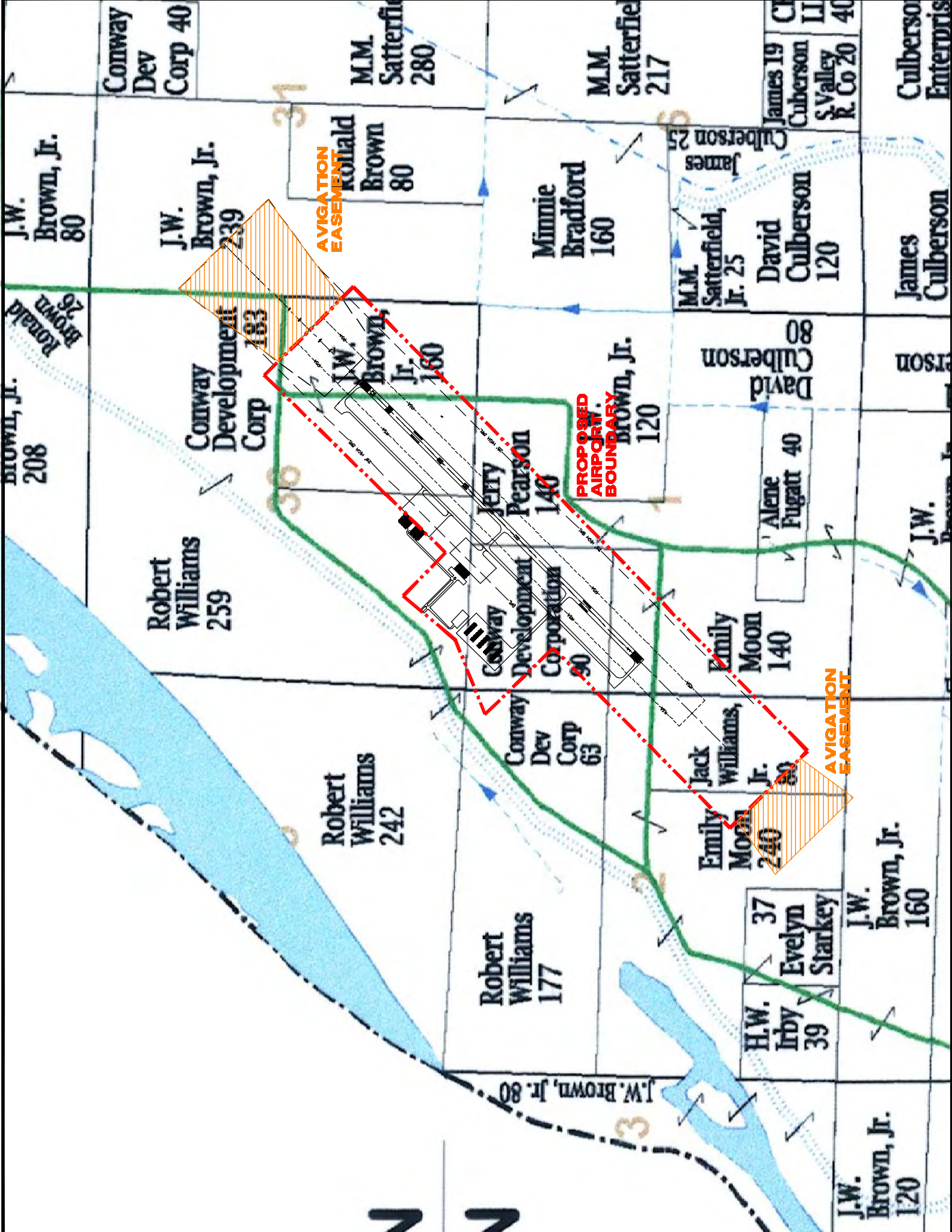
PREPARE FINAL PLANS. Prepare final plans for a future Perimeter Fence construction contract based on comments from all parties upon review of the preliminary airfield plans and engineer's report. Perimeter Fence Final Plans will consist of a fencing project to include a chain link fence constructed to enclose the entire airport site, and will include a chain link fence, manual gates, and ditch crossing structures. Perimeter Fence Final Plans will be completed for one (1) construction

contract, and up to two (2) schedules. Conduct in-house quality control and constructability reviews. Submit final plans for agency approvals. Prepare and document final project quantities.

PREPARE SPECIFICATIONS AND CONTRACT DOCUMENTS. Prepare specifications and contract documents in accordance with FAA requirements. Submit specifications and contract documents for agency approvals. Prepare final Perimeter Fence cost estimate based on final project design quantities.

BIDDING SERVICES. Coordinate advertisement and bid dates with airport representatives. Dispense plans and specifications to prospective bidders and support plans through the bidding process. Respond to bidder inquiries and develop addenda as needed. Prepare bid tabulation, recommendation of award, execution of contract, coordination of notice to proceed. Prepare for and conduct preconstruction meeting. Issue Notice to Proceed for construction.

Construction Support Services for Stage 1 Grading and Drainage Construction and Stage 2 Perimeter Fencing Construction will be accomplished in Fiscal Year 2009 under separate FAA grant and under separate engineering contract.



J.W. Brown, Jr. 208
Ronald Brown 26
J.W. Brown, Jr. 80
Conway Dev Corp 40
M.M. Satterfield 280
M.M. Satterfield 217
James 19
Culberson
S. Valley
R. Co 20
40

J.W. Brown, Jr. 239
Minnie Bradford 160
M.M. Satterfield, Jr. 25
David Culberson 120
James 25
Culberson 25
James Culberson

AVIGATION EASEMENT
Conway Development Corp 183
J.W. Brown, Jr. 160
J.W. Brown, Jr. 120
David Culberson 80
Alene Fugatt 40

PROPOSED AIRPORT BOUNDARY
Robert Williams 259
J.W. Brown, Jr. 140
Jerry Pearson 140
Conway Development Corporation 50
Emily Moon 140
J.W. Brown, Jr. 120

AVIGATION EASEMENT
Robert Williams 242
Conway Dev Corp 63
Jack Williams, Jr. 80
Emily Moon 240
J.W. Brown, Jr. 160

Robert Williams 177
H.W. Irby 39
Evelyn Starkey 37
J.W. Brown, Jr. 80
J.W. Brown, Jr. 120

Robert Williams 242
J.W. Brown, Jr. 160
James Culberson
Enterpris

Robert Williams 242
J.W. Brown, Jr. 160
James Culberson
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Robert Williams 242
J.W. Brown, Jr. 160
James Culberson
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Robert Williams 242
J.W. Brown, Jr. 160
James Culberson
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APPENDIX B

**CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1**

FEE SUMMARY

Title I Services	Estimated Fees
PROJECT SUPPORT SERVICES	\$45,000.00
PROPERTY ACQUISITION SUPPORT	\$50,000.00
PRELIMINARY AIRFIELD DESIGN	\$390,000.00
AIRPORT LAYOUT PLAN UPDATE	\$30,000.00
STAGE 1 GRADING AND DRAINAGE CONSTRUCTION FINAL DESIGN AND BIDDING SERVICES	\$90,000.00
STAGE 2 PERIMETER FENCING CONSTRUCTION DESIGN AND BIDDING SERVICES	\$45,000.00
Subtotal for Title I Services	\$650,000.00

APPENDIX B

CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1

PROJECT SUPPORT SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist	MANHOUR SUBTOTALS
	\$67.32 hr	\$55.78 hr	\$43.28 hr	\$35.34 hr	\$30.30 hr	\$25.50 hr	\$38.00 hr	\$32.22 hr	\$32.84 hr	\$25.98 hr	\$29.10 hr	\$20.06 hr	\$34.92 hr	\$30.00 hr	\$24.28 hr	\$14.72 hr	\$12.00 hr	\$44.72 hr	\$56.72 hr	\$74.72 hr	\$86.72 hr	\$29.76 hr	\$25.06 hr	\$27.36 hr	\$19.76 hr	\$14.44 hr	\$31.60 hr	\$50.00 hr	
1. Civil Engineering																													
Owner Support and Coordination	16	80				40																							
Application/Funding Support	4	24				40																							
DBE Program/Goal Update		2				4																			16				
Miscellaneous Items Coordination	2	4				16																			8				
Assist with Bird Mitigation/Zoning Issues	4	16				16					40																		
Subtotal - Civil Engineering	26	126	0	0	0	116	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	0
2. Structural Engineering																													
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																													
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																													
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours	26	126	0	0	0	116	0	0	0	0	40	0	0	0	0	0	0	0	0	0	0	0	0	0	24	0	0	0	332
Salary Costs	\$1,750.32	\$7,028.28	\$0.00	\$0.00	\$0.00	\$2,958.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,164.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$474.24	\$0.00	\$0.00	\$0.00	\$13,374.84

SUBTOTAL - SALARIES:	\$13,374.84
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD	\$24,554.87
PROFESSIONAL FEE	\$5,689.46
DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	\$230.83
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$50.00
Communications	\$100.00
Travel Costs	\$900.00
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$1,380.83
SUBTOTAL:	\$45,000.00
SUBCONSULTANTS FEE:	\$0.00
TOTAL COST:	\$45,000.00

APPENDIX B

**CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1**

PROPERTY ACQUISITION SUPPORT

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Co ntrols Specialist	MANHOUR SUBTOTALS
	\$67.32 hr	\$55.78 hr	\$43.28 hr	\$35.34 hr	\$30.30 hr	\$25.50 hr	\$38.00 hr	\$32.22 hr	\$32.84 hr	\$25.98 hr	\$29.10 hr	\$20.06 hr	\$34.92 hr	\$30.00 hr	\$24.28 hr	\$14.72 hr	\$12.00 hr	\$44.72 hr	\$56.72 hr	\$74.72 hr	\$86.72 hr	\$29.76 hr	\$25.06 hr	\$27.36 hr	\$19.76 hr	\$14.44 hr	\$31.60 hr	\$50.00 hr	
1. Civil Engineering																													
Coordination of Land Acquisition activities with Owner and FAA	4	24				16																							
Coordinate Property Acquisition Team																													
Land Surveys	2	8				16							8																
EDDA	1	4				8																							
Develop Exhibits	2	8				8					16																		
Update and Maintain Airport Property Map		8									40																		
Subtotal - Civil Engineering	9	52	0	0	0	48	0	0	0	0	56	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2. Structural Engineering																													
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. Mechanical Engineering																													
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Electrical Engineering																													
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Hours	9	52	0	0	0	48	0	0	0	0	56	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	173
Salary Costs	\$605.88	\$2,900.56	\$0.00	\$0.00	\$0.00	\$1,224.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,629.60	\$0.00	\$279.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,639.40

SUBTOTAL - SALARIES: \$6,639.40

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD \$12,189.27

PROFESSIONAL FEE \$2,824.30

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$347.02
Postage/Freight/Courier	\$100.00
Office Supplies/Equipment	\$50.00
Communications	\$100.00
Travel Costs	\$250.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$847.02

SUBTOTAL: \$22,500.00

SUBCONSULTANTS

Land Recycling Company, Inc. (EDDA)	\$7,500.00
Tim Tyler Surveying and Mapping, Inc. (Land Surveys)	\$20,000.00

SUBCONSULTANTS FEE: \$27,500.00

TOTAL COST: \$50,000.00

APPENDIX B

**CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1**

PRELIMINARY AIRFIELD DESIGN

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist	MANHOUR SUBTOTALS
	\$202.00	\$168.00	\$130.00	\$107.00	\$91.00	\$77.00	\$114.00	\$97.00	\$99.00	\$78.00	\$88.00	\$61.00	\$105.00	\$90.00	\$73.00	\$45.00	\$36.00	\$135.00	\$171.00	\$165.00	\$201.00	\$90.00	\$76.00	\$83.00	\$60.00	\$44.00	\$95.00	\$150.00	
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	
1. Civil Engineering																													
Coordination with Topographic Survey Subconsultant	2	40									16																		
Coordination with Geotechnical Subconsultant	2	16				16																							
Master Plan Review																													
Evaluate Runway Alignment and Approach Recommendations	2	16					32	24			16																		
Review taxiway alignments, apron/ramp layout and pavement strength	2	8				4	24	16			16																		
Preliminary Site Layout, Grading and Drainage Modeling	8	40		80		120					80																		
Review Possible Borrow Sources and Options	24	32				24					24																		
Preliminary Plans																													
Typical Sections		4			16						16																		
Grading and Drainage Design	2	40		80		80					80																		
Horizontal and Vertical Layout of Airfield Pavement	2	24		40		80					80																		
Horizontal and General Vertical Layout of Access Road		8			16	40					40																		
Horizontal and General Vertical Layout of Lollie Road Relocation	2	8			16	40					40																		
Conceptual Utility Layout		8		40		80					48																		
Fencing Layout		4				24					32																		
Cross Sections (Airfield Pavement)						40					40																		
Striping Plans		4				8					32																		
Typical Details		4			16						32																		
Terminal Area Layout	2	8				16	40				40																		
Prepare Engineer's Report																													
Outline Design Criteria	2	16				16																							
Pavement Design	2	8			24	8					8																		
Grading and Drainage Design		8			8	16																							
Horizontal and Vertical Layout of Airfield Pavement		2			8	8					8																		
General Layout of Access Road	2	2			8	16																							
General Layout of Lollie Road	2	2			8	16																							
Utility Layout		2		16	8	8																							
Fencing Layout		2			4	8																							
Prepare Report	4	8			16	16					16																		
Coordination with Utility Companies						24																							
Coordination and Meetings with Owner	8	40				40																							
Opinion of Probable Construction Cost	2	8			8	24					16																		
QC Review	8	8				8																							
Subtotal - Civil Engineering	78	370	0	256	156	796	96	40	0	0	664	0	16	16	0	0	0	0	0	0	0	0	0	0	16	0	0	0	
2. Structural Engineering																													
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Mechanical Engineering																													
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Electrical Engineering																													
Preliminary Plans																													
Control Schematics		24				40					16																		
Lighting Layout		40				80					40																		
Guidance Signage		16				24					24																		
Vault Requirements		24				40					16																		
Associated Details		8				24					16																		
Prepare Engineer's Report		24				16																				8			
Opinion of Probable Construction Cost		8				16					8																		
Subtotal - Electrical Engineering	0	144	0	0	0	240	0	0	0	0	120	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	0	
Hours	78	514	0	256	156	1036	96	40	0	0	784	0	16	16	0	0	0	0	0	0	0	0	0	0	24	0	0	0	3,016
Salary Costs	\$15,756.00	\$86,352.00	\$0.00	\$27,392.00	\$14,196.00	\$79,772.00	\$10,944.00	\$3,880.00	\$0.00	\$0.00	\$68,992.00	\$0.00	\$1,680.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,440.00	\$0.00	\$0.00	\$0.00	\$311,844.00
SUBTOTAL - SALARIES:	\$311,844.00																												
DIRECT NON-LABOR EXPENSES																													
Document Printing/Reproduction/Assembly	\$3,306.00																												
Postage/Freight/Courier	\$350.00																												
Office Supplies/Equipment	\$100.00																												
Communications	\$500.00																												
Computer Modeling/Software Use	\$4,000.00																												
Travel Costs	\$1,000.00																												
SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$9,256.00																												
SUBTOTAL:	\$321,100.00																												
SUBCONSULTANTS																													
Grubbs, Hoskyn, Barton, and Wyatt, Inc.	\$28,900.00																												
Tim Tyler Surveying and Mapping, Inc. (Land Surveys)	\$40,000.00																												
SUBTOTAL - SUBCONSULTANTS FEE:	\$68,900.00																												
TOTAL COST:	\$390,000.00																												

APPENDIX B

CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1

AIRPORT LAYOUT PLAN UPDATE

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist	MANHOUR SUBTOTALS	
	\$202.00	\$168.00	\$130.00	\$107.00	\$91.00	\$77.00	\$114.00	\$97.00	\$99.00	\$78.00	\$88.00	\$61.00	\$105.00	\$90.00	\$73.00	\$45.00	\$36.00	\$135.00	\$171.00	\$165.00	\$201.00	\$90.00	\$76.00	\$83.00	\$60.00	\$44.00	\$95.00	\$150.00		
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr		
1. Civil Engineering																														
Prepare Narrative and Update the Airport Layout Drawing	2	4					8	16			40														2					
Update Airport Airspace Drawing		1					1	8			24																			
Update Inner/Outer Approach Drawings		2					4	16			40																			
Update Terminal Area Drawing	1	1					4	16			24																			
Update Land Use Drawing		1						2			16																			
Update Airport Property Map		2						2			8																			
Prepare Height Zoning Ordinance	1	8					8	16			16																			
Subtotal - Civil Engineering	4	19	0	0	0	0	25	76	0	0	168	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0		
2. Structural Engineering																														
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Mechanical Engineering																														
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Electrical Engineering																														
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hours	4	19	0	0	0	0	25	76	0	0	168	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	294	
Salary Costs	\$808.00	\$3,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,850.00	\$7,372.00	\$0.00	\$0.00	\$14,784.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00	\$0.00	\$0.00	\$0.00	\$29,126.00	
SUBTOTAL - SALARIES:																														
DIRECT NON-LABOR EXPENSES																														
Document Printing/Reproduction/Assembly		\$424.00																												
Postage/Freight/Courier		\$100.00																												
Office Supplies/Equipment		\$50.00																												
Communications		\$100.00																												
Travel Costs		\$200.00																												
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$874.00																												
SUBTOTAL:		\$30,000.00																												
SUBCONSULTANTS FEE:		\$0.00																												
TOTAL COST:		\$30,000.00																												

APPENDIX B

CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1

STAGE 1 GRADING AND DRAINAGE CONSTRUCTION FINAL DESIGN AND BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist	MANHOUR SUBTOTALS	
	\$202.00	\$168.00	\$130.00	\$107.00	\$91.00	\$77.00	\$114.00	\$97.00	\$99.00	\$78.00	\$88.00	\$61.00	\$105.00	\$90.00	\$73.00	\$45.00	\$36.00	\$135.00	\$171.00	\$165.00	\$201.00	\$90.00	\$76.00	\$83.00	\$60.00	\$44.00	\$95.00	\$150.00		
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	
1. Civil Engineering																														
Final Plans																														
Construction Safety Plan		1				4					8																			
Typical Sections		4			8	16					16																			
Survey Control Plan		2				4					8																			
Refine Site Grading and Drainage Models		8			24	40					24																			
Drainage Improvements	1	4			16	24					24																			
Plan & Profile Sheets	1	24			24	40					80																			
Lollie Road Relocation Plan and Profile		16			24	24					40																			
Typical Details		2				8					16																			
Erosion Control Plans		2			4	16					24																			
Cross Sections		4			8	32					16																			
Final Review/Walkthrough with City		4				4																								
Coordination and Meetings with Owner	8	16				8																								
Specifications/Contract Documents		8				32																			16					
Quantities		4				16					16																			
Opinion of Probable Construction Cost		2				8																								
QC Review	8	8				8																	8							
Dispense plans and specs to prospective bidders		1				4																				8				
Addendums/Inquiries		4				8																				4				
Pre-Bid Meeting		4				4																								
Bid Opening	4	4				4																								
Prepare bid tabulation		0.5				2																				1				
Evaluate bids and recommend award		1				2																								
Prepare construction contracts						2																				4				
Notice to Proceed		1				1																								
Subtotal - Civil Engineering	22	124.5	0	0	108	311	0	0	0	0	272	0	0	0	0	0	0	0	0	0	0	8	0	0	33	0	0	0		
2. Structural Engineering																														
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Mechanical Engineering																														
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Electrical Engineering																														
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hours	22	124.5	0	0	108	311	0	0	0	0	272	0	0	0	0	0	0	0	0	0	0	8	0	0	33	0	0	0	879	
Salary Costs	\$4,444.00	\$20,916.00	\$0.00	\$0.00	\$9,828.00	\$23,947.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,936.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$720.00	\$0.00	\$0.00	\$1,980.00	\$0.00	\$0.00	\$0.00	\$85,771.00	
SUBTOTAL - SALARIES:		\$85,771.00																												
DIRECT NON-LABOR EXPENSES																														
Document Printing/Reproduction/Assembly		\$2,529.00																												
Postage/Freight/Courier		\$250.00																												
Office Supplies/Equipment		\$100.00																												
Communications		\$100.00																												
Computer Modeling/Software Use		\$1,000.00																												
Travel Costs		\$250.00																												
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$4,229.00																												
SUBTOTAL:		\$90,000.00																												
SUBCONSULTANTS FEE:		\$0.00																												
TOTAL COST:		\$90,000.00																												

APPENDIX B

CITY OF CONWAY
NEW CONWAY MUNICIPAL AIRPORT - PHASE 1

STAGE 2 PERIMETER FENCING CONSTRUCTION DESIGN AND BIDDING SERVICES

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	P-2	P-1	D-2	D-1	T-2	T-1	S-5	S-4	S-3	S-2	S-1	2-Man Crew (Survey)	3-Man Crew (Survey)	2-Man Crew (GPS Survey)	3-Man Crew (GPS Survey)	C-2	C-1	A-3	A-2	A-1	I-1	Automation/Controls Specialist	MANHOUR SUBTOTALS
	\$202.00	\$168.00	\$130.00	\$107.00	\$91.00	\$77.00	\$114.00	\$97.00	\$99.00	\$78.00	\$88.00	\$61.00	\$105.00	\$90.00	\$73.00	\$45.00	\$36.00	\$135.00	\$171.00	\$165.00	\$201.00	\$90.00	\$76.00	\$83.00	\$60.00	\$44.00	\$95.00	\$150.00	
	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering																													
Final Plans																													
Site Reconnaissance						16					16																		
Construction Safety Plan						8					8																		
Survey Control Plan						4					8																		
Layout Plans						40					80																		
Typical Details						8					16																		
Final Review/Walkthrough with City						4																							
Coordination and Meetings with Owner	2					4																							
Specifications/Contract Documents						24																							
Quantities						16					8																		
Opinion of Probable Construction Cost						8																							
QC Review	4					4																	4						
Dispense plans and specs to prospective bidders						4																							
Addendums/Inquiries						8																							
Pre-Bid Meeting						4																							
Bid Opening	4					4																							
Prepare bid tabulation						2																							
Evaluate bids and recommend award						2																							
Prepare construction contracts						2																							
Notice to Proceed						1																							
Subtotal - Civil Engineering	10	74.5	0	16	0	163	0	0	0	0	136	0	0	0	0	0	0	0	0	0	0	4	0	8	17	0	0	0	
2. Structural Engineering																													
Subtotal - Structural Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3. Mechanical Engineering																													
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4. Electrical Engineering																													
Subtotal - Electrical Engineering	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Hours	10	74.5	0	16	0	163	0	0	0	0	136	0	0	0	0	0	0	0	0	0	0	4	0	8	17	0	0	0	429
Salary Costs	\$2,020.00	\$12,516.00	\$0.00	\$1,712.00	\$0.00	\$12,551.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,968.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00	\$0.00	\$664.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$42,811.00
SUBTOTAL - SALARIES:						\$42,811.00																							
DIRECT NON-LABOR EXPENSES																													
Document Printing/Reproduction/Assembly		\$1,464.00																											
Postage/Freight/Courier		\$150.00																											
Office Supplies/Equipment		\$50.00																											
Communications		\$50.00																											
Survey Supplies		\$25.00																											
Computer Modeling/Software Use		\$200.00																											
Travel Costs		\$250.00																											
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$2,189.00																											
SUBTOTAL:		\$45,000.00																											
SUBCONSULTANTS FEE:		\$0.00																											
TOTAL COST:		\$45,000.00																											

APPENDIX C

AIRPORT IMPROVEMENT AID PROJECT: 3-05-0089-001-2008
STATE: Arkansas

CERTIFICATION OF ENGINEER

I hereby certify that I am _____ and duly authorized representative of the firm of GARVER ENGINEERS, LLC, whose address is 1010 BATTERY STREET, P. O. BOX 50, LITTLE ROCK, ARKANSAS, 72203, and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract;

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER ENGINEERS, LLC

By _____

DATE:

APPENDIX D

MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

1. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

- 1.1 Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 1.2 Nondiscrimination. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 1.4 Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 1.5 Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1.5.1. Withholding of payments to the Engineer under the contract until the

Engineer complies, and/or

1.5.2. Cancellation, termination, or suspension of the contract, in whole or in part.

- 1.6 Incorporation of Provisions. The Engineer shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

2. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Engineer assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

3. DISADVANTAGED BUSINESS ENTERPRISES

- 3.1 Contract Assurance (§26.13): The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 3.2 Prompt Payment (§26.29) The Engineer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the Engineer receives from the Sponsor. The Engineer agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

4. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

No Federal appropriated funds shall be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any

Federal grant.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

5. ACCESS TO RECORDS AND REPORTS

The Engineer shall maintain an acceptable cost accounting system. The Engineer agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

6. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

8. TRADE RESTRICTION CLAUSE

The Engineer or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- 8.1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- 8.2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- 8.3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Engineer or subcontractor who is unable to certify to the above. If the Engineer knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Engineer agrees that, if awarded a contract, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Engineer shall provide immediate written notice to the sponsor if the Engineer learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Engineer or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

9. TERMINATION OF CONTRACT

- 9.1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 9.2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 9.3. If the termination is due to failure to fulfill the Engineer's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Engineer shall be liable to the Sponsor for any additional

cost occasioned to the Sponsor thereby.

- 9.4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph (b) of this clause.
- 9.5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

10. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Engineer certifies, by submission of this contract or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Engineer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this contract.



City of Conway, Arkansas
Resolution No. O-08- _____

**A RESOLUTION SETTING A PUBLIC HEARING TO DISCUSS THE REDUCTION OF AN ACCESS/UTILITY
 EASEMENT LOCATED IN THE MEADOWS COMMERCIAL SUBDIVISION:**

WHEREAS, a petition has been filed with the City Council of the City of Conway, Arkansas by **Tim Tyler Surveying & Mapping, Inc. /Conway Lodging, Inc.** to reduce the easement allowing the closure of all but the north 15' feet of the North 45 feet access and utility easement as shown on a final plat of Lot 4, located in the **Meadows Commercial Subdivision**, shown in the **Plat Book J, Page 276, Faulkner County Records**, within the corporate limits of the City of Conway, Arkansas; and

WHEREAS, upon the filing of the petition with the City, the City shall set a date and time for a hearing before the City Council for consideration of the petition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CONWAY, ARKANSAS;

1. That the City Council shall hear said petition at its regular meeting to be held at District Court Building, 810 Parkway Street, Conway, Arkansas, on the 22nd of July, 2008 at 6:30pm.
2. That the City Clerk is hereby directed to publish notice of the filing of said petition and of said hearing for the time and in the manner prescribed by law.

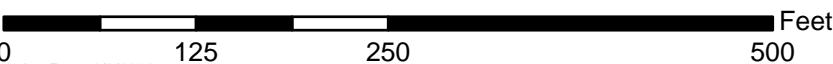
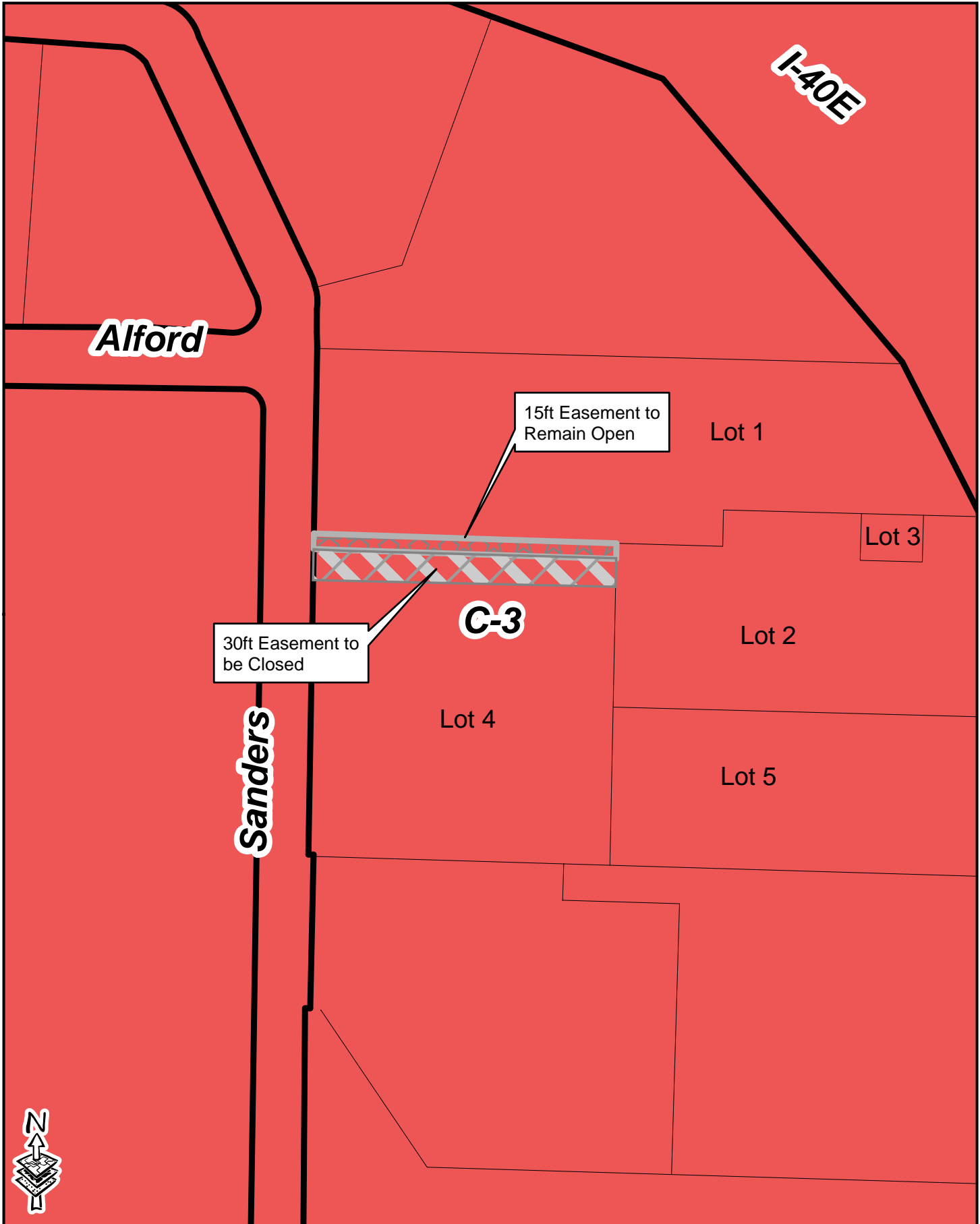
PASSED this 8th day of July, 2008.

APPROVED:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



Printing Date: 3/3/2008
File: Monthly Maps\2008\03MAR2008\Turner Rezoning.mxd
Prepared By: Jason Lyon

**Meadows Commerical Sub
Conway Lodging, Inc.
Easement Closing**

City of Conway
Mayor's Office

Memo:

To: Mayor Tab Townsell
CC: City Council Members
Barbara Money, A&P Commission
From: Felicia Rogers
Date: July 3rd, 2008
Re: A&P Commission

The A&P Commission has selected the following for the vacant positions on there board:

Dale Bruins (term will expire May 2009) – filling vacancy left by Peter Patel.

Please advise if you have any questions



City of Conway
www.cityofconway.org
Board/Commission Nomination Form:

Date: 12/10/07

Board applying for: (One board per form)

Advertising & Promotion Commission

(If you are applying for more than one board, you will only need to fill out the second page once.)

Person Nominated: Dale A. Bruns

Address: 3107 Stermer Rd City, State, Zip Conway, AR 72034

Phone/Home: 501-231-3159 Work: 501-327-2262

Person making nomination: Same

Address: _____

Phone/Home: _____ Work: _____

Please send to: Michael O. Garrett
City Clerk/Treasurer
1201 Oak Street
Conway, AR 72032
(501) 450-6100
(501) 450-6145 (f)

RECEIVED
2007 DEC 12 P 3:54
CITY OF CONWAY

Please provide the following information for consideration to a City of Conway Board/Commission. List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

McDonald's Owner/Operator Conway & Surrounding Areas
Charter Board Member Boys & Girls Club - Past
Rotarian - Board Member Home Bancshares & First State Bank-
Board Member Arkansas McDonald's Self Insurance Group -
Board Member Central Arkansas McDonald's Cooperative

Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

Promote the city of Conway and utilize the funds generated
through the A & P tax to the best interests of all Conway citizens

What contributions do you hope to make?

My business and marketing background will contribute to the
furthering of the Advertising & Promotion Commission

Please feel free to attach to this application any additional information.

The City of Conway strives to ensure all City Boards are representative of our diverse community. To assist in these endeavors; please provide the following information on a voluntary basis:

Age: 65 Sex: M Race: W

Occupation: McDonalds Owner/Operator Ward 1

Email Address: macatacl@conwaycorp.net


Signature of Applicant or Nominator

12-10-07
Date



**CITY OF CONWAY
SANITATION DEPARTMENT**

*P.O. Box 915
4550 Hwy. 64 West
Conway, AR 72033
(501) 450-6155
Fax: (501) 450-6157*

6C-1

Cheryl Harrington
Director

June 27, 2008

Mayor Tab Townsell
City Hall
1201 Oak Street
Conway, AR 72032

Re: High Compaction Automated Refuse Collection Truck

Dear Mayor Townsell,

Bids were submitted at 10:00 am, Monday, June 16, 2008 at Conway City Hall for a Automated Refuse Collection Truck Six bids were submitted:

Rantoul Truck	No Bid
Downing Sales (did not meet specs)	\$393,646.00
Downing Sales (did not meet specs)	\$400,592.00
Tri-State Truck Center (did not meet specs)	\$406,010.00
Tri-State Truck Center (exceptions minimum)	\$441,792.00
Glover's Truck Parts & Equipment	\$482,922.00

I recommend the bid from Tri-State Truck Center with Heil Dura-Pack Pythons at \$441,792.00 after 2 traded ins at \$5000.00ea.

Please advise if you have questions or need additional information.

Sincerely,

Cheryl Harrington
Sanitation Director

BID SUMMARY

(2) Residential Automated Refuse Trucks

Bid 2008-39

Bid # 1 submitted by Glover's Truck Parts & Equipment
Offering American LaFrance Condors and Heil Dura-Pack Pythons

Exceptions:

365HP Engine rather than 350 HP

Dealer refused service and delivery penalties.

Delivery would be made 320 days after receipt of City of Conway issued
P.O.

Total ... \$244,961.00 each

Trade in allowance for 2 Crane Carriers... \$3,500.00 each

Total for 2 less 2 traded in ... \$482,922.00

Bid # 2 submitted by Downing Sales
Offering 2009 Peterbilt 320's and Bridgeport Rangers

Exceptions:

Not ISO 9001 Certified.

Dealer refused delivery penalty.

Body & Chassis Warranty only 2 Years

Cylinder Warranty is 3 years

Body Sidewalls not Continuous Welded

Hopper Bottom 74" not 80"

No Inboard Guiderails

Body not constructed from 8 ga. Steel

Hydraulic Pump Shutdown not included.

Body does not have a Programmable Logic Control

Chassis has Aluminum front rims not steel

Manual windows not electric

Vinyl seats not cloth

Delivery would be made 45-60 days after receipt of City of Conway issued
P.O.

Total ... \$204,323.00 each

Trade in allowance for 2 Crane Carriers... \$7,500.00 each

Total for 2 less 2 traded in ... \$393,646.00

Options on Bid #2

Hoist dump instead of full eject deduct \$6,700.00 each

Add service hoist \$3,000.00 each

Bid # 3 submitted by Downing Sales

Offering 2007 American LaFrance Condors with Bridgeport Rangers

Exceptions:

Not ISO 9001 Certified

Dealer refused delivery penalty.

Chassis Warranty is 3years 150,000 miles

Body Warranty is 2 years

Cylinder Warranty is 3 years

Body Sidewalls not Continuous Welded

Hopper Bottom 74" not 80"

No Inboard Guiderails

Body not constructed from 8 ga. Steel

Hydraulic Pump Shutdown not included.

Body does not have a Programmable Logic Control

310HP Engine rather than 350HP

5 Speed Allison Transmission not 6

Delivery would be made 45-60 days after receipt of City of Conway issued
P.O.

Total... \$207,796.00 each

Trade in allowance for 2 Crane Carriers... \$7,500.00 each

Total for 2 less 2 traded in ... \$400,592.00

Options on Bid #3

Hoist dump instead of full eject deduct \$6,700.00 each

Add service hoist \$3,000.00 each

Bid # 4 submitted by Rantoul Truck

No Bid

Bid # 5 submitted by Tri-State Truck Center
Offering 2009 Mack LEU 613's with Bridgeport Rangers

Exceptions:

Not ISO 9001 Certified

Chassis Warranty is 1 year

Body Warranty is 2 years

Cylinder Warranty is 3 years

Body Sidewalls not Continuous Welded

Hopper Bottom 74" not 80"

No Inboard Guiderails

Body not constructed from 8 ga. Steel

Hydraulic Pump Shutdown not included.

Body does not have a Programmable Logic Control

Steering column fixed.

Windows are manual

Passenger seat fixed

Delivery would be made 100-160 days after receipt of City of Conway
issued P.O.

Total... \$210,505.00 each

Trade in allowance for 2 Crane Carriers... \$7,500.00 each

Total for 2 less 2 traded in ... \$406,010.00

Bid # 6 submitted by Tri-State Truck Center
Offering 2009 Mack LEU 613 with Heil Dura-Pack Pythons

Exceptions:

Steering column fixed.

Windows are manual

Passenger seat fixed

Delivery would be made 120-180 days after receipt of City of Conway
issued P.O.

Total... \$225,896.00 each

Trade in allowance for 2 Crane Carriers... \$5,000.00 each

Total for 2 less 2 traded in ... \$441,792.00



City of Conway, Arkansas
Ordinance No. O-08-_____

AN ORDINANCE APPROPRIATING REVENUE FUNDS TO THE CONWAY SANITATION DEPARTMENT, AND FOR OTHER PURPOSES:

WHEREAS, the Conway Sanitation Department requests a revenue appropriation in the amount of \$129,721.07 to repair a garbage truck involved in an accident & in the amount of \$1,677.75 to repair a 2006 Chevy Silverado truck that was also involved in an accident; and

WHEREAS, funds in the amount of \$129,721.07 were received by the Municipal Vehicle Program and funds in the amount of \$1,677.75 were received by Allstate to be used for said purpose;

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

SECTION 1. The City of Conway shall appropriate \$129,721.07 from the Sanitation Enterprise Fund Insurance Proceeds account (50.512) to the Vehicles Account (23.118.931).

SECTION 2. The City of Conway shall appropriate \$1,677.75 from the Sanitation Enterprise Fund Insurance Proceeds account (50.512) to the Vehicle Maintenance Account (50.118.234).

SECTION 3. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of July, 2008

Approved:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer

**PREMIUM (COMPLETE MAINTENANCE) AGREEMENT
FOR
VERTICAL TRANSPORTATION**

PURCHASER (Equipment Owner):

City of Conway
#10 Lower Ridge Road
Conway, Arkansas 72032

SERVICE LOCATION:

City of Conway
#10 Lower Ridge Road
Conway, Arkansas 72032

EQUIPMENT DESCRIPTION

Make	Model	Freight		Passenger		Escalator	Walk	Other
		Traction	Hydraulic	Traction	Hydraulic			
	Relay Logic				1			
	Microprocessor				2			

THIS CONTRACT/AGREEMENT, dated 5-21-08, by and between City of Conway, (Purchaser) and KONE Inc. (Contractor) is for Complete Maintenance for the vertical transportation located at:

City of Conway.

KONE and Purchaser, in consideration of the terms, covenants & conditions set forth, hereby agree as follows:

PERFORMANCE

KONE will systematically examine, maintain, adjust and lubricate the equipment. In addition, unless specifically excluded elsewhere, KONE will repair or replace the following if the repair or replacement is, in KONE's judgment, necessitated by normal wear and tear:

HYDRAULIC ELEVATORS

RELAY LOGIC HYDRAULIC ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Control, selector, dispatcher, relay panel, relays, timers, resistors, transformers and motor starter.

MICROPROCESSOR HYDRAULIC ELEVATOR SYSTEM COMPONENTS

CONTROL SYSTEM

Controller cabinet, machine room connection board, LCE CPU board, safety relay assembly, hydraulic level shifter board, power supply, transformers, contactor panels, bypass switches, relays, fuses, motor starters and accessories.

KONE First Service technicians will be equipped with necessary field diagnostic and service tools. Microprocessor software examinations will be conducted to ensure dispatching and motion control systems are operating at proper levels.

POWER UNIT

Enclosure, pump, motor, power transmission elements between the pump and motor, valves, strainers, mufflers, gaskets and all other accessories.

HYDRAULIC SYSTEM ACCESSORIES

Exposed piping, fittings, jack packing and accessories, such as vibration dampeners and silencers between the pumping unit and the jack unit. Hydraulic fluid, heating or cooling elements, insulation and accessories installed by the elevator equipment manufacturer for controlling oil temperature.

CAR EQUIPMENT

Car panel connect board, car operating board, car top inspection station, floor leveling unit assembly, switch tree assembly and floor controllers.

ELECTRICAL

Electrical wiring, conduit, ducts, and traveling cables from the elevator equipment to the machine room mainline disconnect switch, and hoistway outlets.

HOISTWAY AND PIT EQUIPMENT

Landing and slowdown switches, limits and car buffers.

RAILS AND GUIDES

Guide rails, guide shoe gibs and rollers. Guide rails will be properly lubricated, except where roller guides are used.

DOOR EQUIPMENT

Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs and auxiliary door closing devices.

SIGNALS AND ACCESSORIES

Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, lobby control panels, car operating panels, fireman's service equipment and all other signal and accessory facilities furnished and installed as an integral part of the elevator equipment.

Re-lamping of signal fixtures is included only during KONE's systematic examinations. Service requests related to re-lamping of signal fixtures will be considered billable.

HOUSEKEEPING

Purchaser and KONE have a shared responsibility to clean elevator machine rooms, pit areas, hoistway equipment including rails, interlocks, hoistway door hangers and tracks, relating devices, switches, buffers and car tops.

LUBRICANTS

KONE will use lubricants compounded under OEM's specifications or equal.

HOURS OF SERVICE

All work covered under this Agreement is to be performed during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

KONE SERVICE CENTER

The KONE Service Center is available 24-hours a day, seven days a week to respond to all calls and dispatch a service technician if necessary. In the unlikely event of an entrapment, a highest priority response will be given. If your unit is equipped with remote monitoring capabilities, KONE reserves the right to utilize this functionality and the phone line for the unit to collect data related to the use and operation of your equipment.

SERVICE REQUESTS (CALLBACKS)

This Agreement covers minor adjustment service requests during the regular working hours of regular working days of the elevator trade, unless otherwise indicated herein.

If Purchaser should require, at any time, service requests (unless included above) to be made on overtime, Purchaser will be charged only for the difference between KONE's regular hourly billing rate and KONE's regular overtime billing rate applicable for each overtime hour worked. All work outside the scope of this Agreement is to be performed by KONE at an agreed upon rate.

Service requests are defined as minor adjustments, corrections or emergency entrapments that require immediate attention and are not caused by reasons beyond KONE's control. Service requests do not include work that requires more than one technician or more than two hours to complete.

TESTS

KONE will perform the following tests on the equipment:

HYDRAULIC ELEVATOR

3 Year Hydraulic Pressure Test as required by the State of Arkansas.

EXCLUSIONS

KONE assumes no responsibility for the following items or services, which are excluded from the Agreement:

HYDRAULIC ELEVATOR

Refinishing, repairing, replacement or cleaning of car enclosure, gates and/or door panels, door pull straps, hoistway enclosure, rail alignment, hoistway doors, door frames, sills, hoistway gates, finished flooring, power feeders, switches, their wiring and fusing, car light diffusers, ceiling assemblies and attachments, smoke or heat sensors, fireman's phone devices, intercoms, music systems, media displays, card-readers or other security systems, light tubes and bulbs, hydraulic cylinder, unexposed piping, pit pumps, emergency power generators, disposal of or clean-up of waste oil or any contamination caused by leaks in the hydraulic cylinder or unexposed piping, including any consequential damages.

GENERAL

KONE shall not be obligated to make other safety tests other than those specified herein, equipment adjustments, or to install new attachments whether or not recommended or directed by insurance companies, or by federal, state, municipal, A.S.M.E. codes, or other governmental or non-governmental authorities. KONE will maintain the equipment performance and its components to the operating condition at the effective date of this agreement. KONE shall not be required to perform and keep records of firefighter's service testing, unless specifically included elsewhere in this agreement. KONE shall not be obligated to make equipment adjustments to achieve Code required Escalator Step/Skirt Performance Index or loaded gap values. KONE shall not be obligated to make changes or adjustments required by new or retroactive code changes. KONE will not be responsible to perform tests or correct outstanding violations or deficiency lists cited by code authorities or any third party agency prior to the effective date of this agreement. KONE will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, war, acts of government, labor disputes, strikes, lockouts or tampering with the elevator equipment by unauthorized personnel. KONE shall not be obligated to make repairs or renewals for damage or deterioration caused by UV rays.

KONE shall not be required to make renewals or repairs necessitated by negligence or misuse of the equipment or any other cause beyond its control except ordinary wear and tear. Obsolete items are excluded from this agreement. Obsolete items and the labor to replace them will be at the owner's expense. Obsolete items (including, but not limited to, assemblies, parts, components or systems) are defined as follows: An item for which the original design is no longer regularly manufactured by the OEM or the original item has been replaced with an item of different design. No exception to this exclusion will be made for items defined as obsolete above simply because they can be custom made or acquired at any price. Any modifications to existing equipment necessary to accommodate replacement components will also be at the owner's expense. KONE will not be required to furnish reconditioned or used parts.

INDEMNITY CLAUSE

Purchaser agrees to indemnify, defend, and hold harmless KONE, its officers, agents, and employees from and against any liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against KONE to the extent proximately caused by Purchaser's negligent construction, operation, or maintenance of the equipment, provided that KONE shall give Purchaser written notice of its obligation to indemnify KONE within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Purchaser shall not indemnify KONE for any damages, liability or claims resulting from the negligence or willful misconduct of KONE, its officers, agents, employees, independent contractors or third parties or for any activity or function conducted by any person or entity other than Purchaser.

With respect to Purchaser's indemnity obligations set forth above, Purchaser shall provide the defense of any claims brought against KONE by selecting counsel of Purchaser's choice to defend the claim, subject to the consent of KONE, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent KONE from cooperating with Purchaser and participating in the defense of any litigation by its own counsel at its own cost and expense, provided, however, that after consultation with KONE, Purchaser shall have the right to defend, settle or compromise any claim or action arising hereunder, and Purchaser shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement do not include the release of KONE and KONE does not consent to the terms of any such settlement or compromise, Purchaser shall not settle the claim or action, but its obligation to indemnify KONE shall in no event exceed the amount of such settlement.

KONE shall hold Purchaser harmless and shall be responsible for damages, liability or claims resulting from the negligence or willful misconduct of KONE.

KONE shall be responsible for its own acts of negligence or willful misconduct, or breaches of obligation committed by KONE for which KONE is legally responsible, subject to any and all defenses and limitations of liability provided by law. Purchaser shall not be required to indemnify KONE for acts of KONE which constitute willful misconduct or negligence on the part of KONE, its officers, agents, employees, independent contractors or third parties.

PURCHASER ASSURANCES

AUTHORIZED PERSONNEL

Purchaser agrees to furnish KONE with a list of authorized personnel responsible for building operations.

WIRING DIAGRAMS

Purchaser agrees to provide KONE with a complete set of as built wiring diagrams.

NOTIFICATION

In the event that the equipment is not functioning properly, purchaser agrees to shut down equipment and notify KONE for repair.

Purchaser agrees to notify KONE in the event of any injury or accident in or about the equipment included in this agreement. Verbal notification must be provided immediately and written notification must be provided within seven days.

OPERATION

Purchaser shall at all times be solely liable for the proper use of the equipment. Purchaser agrees to post any and all instructions and warnings to passengers related to the use of the equipment.

Purchaser shall not permit anyone other than KONE to make repairs, additions, modifications, upgrades or adjustments to the equipment covered herein during the term of the agreement.

TESTING AND SERVICING

Purchaser agrees to perform the monthly firefighter's service testing and keep record of such tests, if required and not specifically included elsewhere herein. Purchaser agrees to annually maintain the mainline disconnect switch by a certified electrician and repair as necessary.

EQUIPMENT ACCESS

Purchaser agrees to provide safe access to the equipment and machine room areas for service and keep all machine rooms and pit areas free from water, stored materials and debris. Purchaser agrees to remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations. Purchaser agrees to provide a safe workplace for our personnel.

SATISFACTION

If you are ever less than very satisfied with KONE's performance, Purchaser agrees to contact KONE immediately.

CONTRACT TERM

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of FIVE (5) years. Either party may terminate this Agreement at the end of the initial FIVE (5) year term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being FIVE (5) years from the effective date of this agreement or FIVE (5) years from the effective date of any subsequent renewal term. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. KONE may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

CONTRACT PRICE

KONE in consideration of **\$5,220.00 (FIVE THOUSAND TWO HUNDRED TWENTY AND 00/100 DOLLARS) payable by Purchaser annually in advance (equivalent to \$435.00/month)**, hereby agrees to furnish services herein described on the equipment within the agreement.

PRICE ADJUSTMENTS

The contract price will be adjusted annually on January 1 of each year of the contract.

The payment adjustment will reflect the increase or decrease in labor costs.

At no time shall the contract price increase more than six per cent (6%) from the prior year.

Labor

100% of the current contract price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost. The current straight time labor cost is the sum of the straight time hourly rate plus the cost of fringe benefits (fringe benefits include but are not limited to welfare, pension, vacations, paid holidays, insurance, and other union contributions) paid to elevator examiners in the locality the equipment is maintained.

KONE reserves the right to additionally adjust the contract price under extraordinary circumstances if the cost of fuel, insurance or other administrative expenses increase.

PAYMENT TERMS

Payments are due within ten (10) days of date of invoice. A delinquent payment charge calculated at the rate of 1½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith. Failure to pay any sum due by Purchaser within sixty (60) days will be a material breach. KONE may at KONE's option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid, KONE may suspend service, and be discharged from further obligations under the contract. If KONE exercises its right to suspend service, KONE shall not be responsible for injury or damage resulting from the lack of service. When service is resumed, Purchaser will be responsible for any costs KONE incurs as a result of the lapse in service.

These payment terms shall also be applicable to any charges for work outside the scope of this Agreement.

PERFORMANCE CLAUSE

Purchaser may, at any time and at Purchaser's expense, call for an independent elevator consulting firm to evaluate KONE's performance within the scope of this contract. The elevator consulting firm shall be mutually agreed upon by Purchaser and KONE.

If it is found KONE is not complying with the terms of this Agreement, a detailed report shall be submitted to KONE outlining the specific requirements and a minimum period of ninety (90) days shall be allowed for KONE to correct the corresponding non-compliance.

In the event KONE fails to correct the noted material items within the allowed time, Purchaser shall have the right to terminate this Agreement by giving KONE ninety (90) days written notice. Notwithstanding this right, Purchaser remains obligated to pay all previously outstanding balances owed KONE.

TAX

Purchaser shall pay, in addition to the price, any tax imposed upon Purchaser by any existing or future law and the amount of tax imposed upon KONE, KONE's suppliers or Purchaser under any statute, court decision, rule or regulation currently effective or becoming effective after the date of this Agreement which is based upon or incident to the transfer, use, ownership, or possession of the materials or equipment involved in the performance hereof or the services rendered, hereunder.

OBLIGATIONS OF THE PARTIES

Nothing in this Agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this Agreement. Purchaser shall be solely responsible for supervising the use of the equipment and for taking such steps including but not limited to providing attendant

personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchaser's customarily carry for the life of this contract (naming KONE as an additional insured) arising out of the services provided under the Agreement and/or the ownership, maintenance, use or operation of the equipment described herein.

Neither KONE nor its affiliates shall be liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, material shortages or by any other cause which is beyond its reasonable control, or in any event, for incidental or consequential damages. KONE shall not be liable for any work, service or material other than that specifically mentioned herein.

KONE will not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

ADDITIONAL TERMS

This Agreement shall constitute, exclusively and entirely, the agreement for the service described and all prior representations or agreements relating thereto, whether written or verbal, shall be deemed to be merged herein and this Agreement including changes in or additions to shall not be binding upon KONE until approved by a local Office Manager or one of its executive officers at Moline, Illinois. Submission of this contract does not void or otherwise nullify the existing contract until this new contract is signed and approved by both parties. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser.

This Agreement is confidential between Purchaser and KONE and shall not be distributed to third parties.

VENUE

The Purchaser does hereby agree that the exclusive venue for any dispute between the parties shall be in the County of Faulkner, State of Arkansas.



First Service Contact Information

Customer Contact

Service Location City of Conway
Service Agreement Number
Agreement Effective Date 7-1-08
Contact Person Brian Knopp
Telephone Number 501-450-6186
Fax Number 501-450-6189
Email Address brian.knopp@cityofconway.org

KONE Contact

KONE Account Representative Jeff Young
Telephone Number 501-758-1889
Fax Number 501-758-3052
E-Mail Address jeff.young@kone.com
KONE Service Manager Mike Lanford
24 Hour Call Center 877-276-8691
Website Address www.kone.com

Purchaser (Equipment Owner)

Address City of Conway #10 Lower Ridge Road Conway, Arkansas 72032
Contact Person Brian Knopp
Telephone Number 501-450-6186
Fax Number 501-450-6189
Email Address brian.knopp@cityofconway.org

ACCEPTANCE

The parties to the service agreement agree to the conditions contained herein:
Signed for and on behalf of City of Conway

(Signature)

(Print Name)

(Print Title)
Date: ___/___/___
Respectfully submitted, KONE, Inc.

(Submitted By) Jeff Young

(Approved By) Authorized Representative
Date: ___/___/___



City of Conway, Arkansas
Ordinance No. O-08-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY BUILDING MAINTENANCE;
 AND FOR OTHER PURPOSES:**

WHEREAS, The City of Conway has determined that it is beneficial to enter into a service contract for upkeep and maintenance of the elevators in city buildings (i.e., City Hall, Don Owen Sports Complex and the McGee Sports Center) and has obtained price quotes for the service with KONE providing the lowest price quote.

WHEREAS, budgetary approval and funding for such services has not previously been provided by City Council.;

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

SECTION 1. The City of Conway shall accept the price quote from KONE and shall appropriate \$5,220 from the General Fund – Fund Balance Appropriation Account (01.990) to Building Maintenance accounts in the Parks and Recreation Department and Nondepartmental for the cost of elevator service contracts.

SECTION 2. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of July, 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-08-_____**

AN ORDINANCE APPROPRIATING ASSET FORFEITURE FUNDS FOR THE CONWAY POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the Conway Police Department needs approximately \$1,200 for a yearly subscription to provided unlimited access to the ST/811 system.

WHEREAS, money in the Conway Police Department Asset Forfeiture account is allowed, by law, to be used for such purposes as these;

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

SECTION 1. The City of Conway shall transfer a total of \$1200 from the Asset Forfeiture Undesignated Contingency account to the Subscription Account. (21.113.332)

SECTION 2. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of July 2008.

APPROVED:

Mayor Tab Townsell

ATTEST:

**Michael O. Garrett
City Clerk/Treasurer**



**City of Conway, Arkansas
Ordinance No. O-08- _____**

**AN ORDINANCE APPROPRIATING FUNDS FOR PART TIME INTERNSHIP POSITIONS WITH THE
CONWAY FIRE DEPARTMENT, AND FOR OTHER PURPOSES:**

WHEREAS, the Conway Fire Department has the opportunity to expand its educational impact on the City of Conway through its partnership with the local schools and utilize two part time internship positions which have not previously been funded;

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

SECTION 1. The City of Conway shall appropriate \$7,000 for salary costs from the Fund Balance Appropriation Account (01.990) to the Conway Fire Department Part Time Account (01.115.114) to cover the addition of these positions.

SECTION 2. All ordinances in conflict herewith are repealed to the extent of the conflict.

PASSED this 8th day of July, 2008

APPROVED:

Mayor Tab Townsell

ATTEST:

**Michael O. Garrett
City Clerk/Treasurer**

Agreement 1

6D-3

**AGREEMENT FOR MUTUAL AID IN FIRE PROTECTION AND HAZARDOUS
MATERIALS INCIDENT REPOSE**

This agreement is entered into this _____ day of _____, 200__, between the City of North Little Rock, Arkansas and Conway, Arkansas for the purpose of securing to each the benefits of mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incidents and in fire fighting. This agreement is in accord with initiated Act 833, section 3(g) of the 78th General Assembly of the State of Arkansas, and Ark. Code Ann. §25-20-101 et seq.. It is agreed by the parties that:

- a. On request to a representative of the _____ by a representative of the North Little Rock Fire Department, fire fighting equipment and personnel of the _____ will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the North Little Rock Fire Department as designated by a representative of the North Little Rock Fire Department.
- b. On request to a representative of the North Little Rock Fire Department by a representative of the _____, fire fighting equipment and personnel of the North Little Rock Fire Department will be dispatched to any point within the fire fighting or hazardous materials incident response jurisdiction of the _____ as designated by a representative of the North Little Rock Fire Department.
- c. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions:
 - (1) Any request for aid hereunder shall include a statement of the amount and type of equipment and personnel requested and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished shall be determined by a representative of the responding organization.
 - (2) Dispatched personnel from the responding organization shall report to the officer in charge of the requesting organization at the location to which the equipment and personnel are dispatched. Such personnel shall be subject to the general orders of the incident commander, but shall remain under the direct supervision of the ranking officer of the responding organization. The parties agree that while the commanding officer of the requesting party retains command and

control over the operations to handle the emergency, the designated commanding officer of the responding force shall supervise, control and deploy the responding party's employees made available to the requesting party.

- (3) A responding organization shall be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) No terms of this agreement shall relieve either party of any obligation or responsibility imposed upon it by law.
- d. Each party waives all claims and agrees to hold harmless against every other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this agreement.
- e. All equipment use by the _____ in carrying out this agreement shall, at the time of action hereunder, be owned by it; and all personnel acting for the _____ under this agreement shall, at the time of such action by an employee of _____. All parties agree that for all purposes, the employees of each responding party shall remain employees of the responding party during any and all activities undertaken pursuant to this agreement.
- f. Approval by Attorney General: Effective Date of Agreement. Pursuant to Ark. Code Ann. §25-20-104 (f) (1), prior to, and as a condition precedent to this agreement's entry into force, the agreement shall be approved by the Attorney General as to its form and compatibility with Arkansas law. This agreement shall become effective when signed by both parties.
- g. Duration of the Agreement. This agreement shall be effective for a one year period and renewed automatically on a year-to-year basis until terminated by written notice of termination from one party, given thirty (30) days in advance, addressed to the Fire Chief of the other party. Without such notice, this agreement, including any subsequent modifications, shall remain in full force and effective between the parties. Neither party may seek monetary damages for termination or breach of this agreement for any reason.
- h. Administration of Mutual Aid Plans. A board of the Fire Chief or other designated official of the _____ and the Fire Chief or other designated official of the North Little Rock Fire Department is hereby created to devise, implement and coordinate general plans for providing mutual aid under this agreement. To ensure proper coordination of mutual aid, each party shall annually inform the other party of any significant change in its fire department capabilities or vehicles. This agreement shall not authorize the joint ownership of any property, real or personal, between the parties or by the board created herein. This agreement shall not authorize the creation of a joint budget or any other joint financing mechanism designed solely to support this agreement.

- i. **Entire Agreement: Modification.** This agreement contains the entire agreement of the parties with respect to the subject matter hereof. All prior or contemporaneous agreements, understanding, and statements, oral or written, are merged into this agreement. This agreement and its provisions may not be waived, modified, amended, or discharged except by an instrument in writing signed by the parties and then only to the extent set forth in such instrument.

- j. **Severability.** In the event that any provision of this agreement or part thereof shall be adjudged invalid or unenforceable by any court of competent jurisdiction, then such provision or part only shall be deemed invalid and all remaining terms and provision of the agreement shall be carried out and performed by the parties with the same force and effect as if the invalid provision or part had never been a part of this agreement.

- k. **Execution of Agreement.** This agreement shall be executed in duplicate originals. Any copy of this agreement so executed shall be deemed an original and shall be deemed authentic for any other use.

For the City of North Little Rock:

 Patrick H. Hays
 Mayor

Signature

Print Name
Title: _____

Attest:

 Diane Whitbey
 City Clerk

Signature

Print Name
Title: _____

Approved as to form:

 Jason Carter
 City Attorney

Signature

Print Name
Title: _____

Agreement 2

**MUTUAL AID AGREEMENT
BETWEEN THE SEARCY FIRE DEPARTMENT
AND
THE CONWAY FIRE DEPARTMENT**

WHEREAS, there is a great need for the Searcy Fire Department and the Conway Fire Department to cooperate together for more efficient emergency operations, disaster response and fire control assistance capabilities for the two departments;

WHEREAS, the Searcy Fire Department, in the absence of a mutual aid agreement, has no authority or jurisdiction outside of its fire district;

WHEREAS, the Conway Fire Department, in the absence of a mutual aid agreement, has no authority or jurisdiction outside of its fire district;

WHEREAS, life and property can be saved by this agreement;

NOW THEREFORE, this agreement is entered into by the Searcy Fire Department and the Conway Fire Department to permit the Searcy Fire Department to call for the assistance of the Conway Fire Department or for the Conway Fire Department to call for the assistance of the Searcy Fire Department during emergency operations, disaster response operations and fire control assistance or as may otherwise be agreed to by the parties hereto on the following terms and conditions.

FIRST, The City Council of the City of Searcy in White County, Arkansas, has passed a resolution approving the terms of this agreement and authorizing the Mayor of Searcy, the Searcy Fire Chief, the White County Judge and the Chief of the rural fire department affected to sign this agreement.

SECOND, The White County Quorum Court in White County, Arkansas, has passed a resolution approving the terms of this agreement and authorizing the White County Judge, the Chief of the rural fire department affected, the Mayor of Searcy and the Searcy Fire Chief to sign this agreement.

THIRD, The City Council of the City of Searcy, the Mayor of Searcy, and the Searcy Fire Chief, do hereby acknowledge that the Searcy Fire Department Chief has permission to respond with available and appropriate resources to Conway's Fire District upon request of the Chief of the Conway Fire District or his/her authorized representative.

FOURTH, The White County Judge, the White County Quorum Court, and the

Conway Fire Chief do hereby acknowledge that the Conway Fire Department has permission to respond with available and appropriate resources to the City of Searcy upon request of the Searcy Fire Department.

FIFTH, In the event mutual aid from the Searcy Fire Department to the Conway Fire Department or the Conway Fire Department to the Searcy Fire Department, the department performing mutual aid will seek reimbursement for materials used and any other costs related to that incident, from the party or municipality making such request for mutual aid or the party responsible for insuring the incident or the appropriate government agency, to include but not limited to any city, county, state, tribal or federal government agency or agencies having jurisdiction regarding said incident.

SIXTH, this agreement is subject to cancellation on the first day of any month after giving or receiving 30 days notice of cancellation in writing to all parties hereto at the addresses set forth hereafter. Delivery shall be had by hand delivery, certified mail or Federal Express delivery.

By this agreement, both the Searcy Fire Department and the Conway Fire Department make a good faith commitment to assist each other when called on to do so.

Signed for City of Conway

Signed for City of Searcy

City of Conway Mayor

White County Judge

City of Conway Fire Chief

City of Searcy Fire Chief

Dated _____

Dated _____

Witnessed _____
City of Conway Clerk

Witnessed _____
White County Clerk