



City of Conway Council Agenda

Council Meeting Date: Tuesday, May 13th, 2014

5:30pm – Committee: Discussion - Financing of Central Landing Street Improvements

6:30pm - Council Meeting

Call to Order: Mayor Tab Townsell

Roll Call: City Clerk/Treasurer Michael O. Garrett

Minutes Approval: April 22nd, 2014 & April 29th, 2014 Special Meeting

Mayor Tab Townsell

City Clerk Michael O. Garrett
City Attorney Michael Murphy

City Council Members

Ward 1 Position 1 – Andy Hawkins

Ward 1 Position 2 – David Grimes

Ward 2 Position 1 – Wesley Pruitt

Ward 2 Position 2 – Shelley Mehl

Ward 3 Position 1 – Mark Ledbetter

Ward 3 Position 2 – Mary Smith

Ward 4 Position 1 – Theodore Jones Jr.

Ward 4 Position 2 – Shelia Whitmore

1. Report of Standing Committees:

A. Community Development Committee (Planning, Zoning, Permits, Community Development, Historic District, Streets, & Conway Housing Authority)

1. Consideration to accept the nominations for the Conway Civil Service Commission.
2. Consideration to approve the Garver Engineering Contract for the RTR Facility Design & Fueling System at the new Conway Municipal Airport.
3. Consideration to approve bids for the 2014 Paving Construction (Schedule 1, Schedule 2, & Schedule 3) and the AWOS Installation at the Conway Municipal Airport.
4. Consideration to authorizing various personnel changes within the Conway Street Department.
5. Ordinance to rezone property located at the southeast corner of the intersection of Interstate 40/Amity Road and East Dave Ward Drive from I-3 to C-3.
6. Consideration of a conditional use permit from Therapy and Rehab Solutions to allow restricted office for property located at 831 Donaghey Avenue.
7. Consideration of a conditional use permit from Ann Siebenmorgen to allow an adult day care for property that is located at 1101 Museum Road, Suite 6.
8. Consideration of a conditional use permit from Covenant Life Church to allow religious activities and childcare for property that is located at 235 Tilk Road.

B. Public Services Committee (Sanitation, Parks & Recreation & Physical Plant)

1. Ordinance accepting and appropriating donation funds for the Conway Parks Department.

2. Ordinance accepting and appropriating donation funds to the Physical Plant Department.

C. Public Safety Committee (Police, Fire, District Court, CEOC, Information Technology, City Attorney, & Animal Welfare)

1. Ordinance appropriating funds for the Conway Civil Service expenses related to promotional firefighter and police officer testing.
2. Ordinance waiving competitive bid requirements to utilize a sole source vendor to purchase two bomb suits for the Conway Fire Department.

D. Old Business

1. Consideration to accept the request for qualifications for telephone installation, upgrades and maintenance for the IT Department.

Adjournment



*City of Conway
Human Resources Department
City Hall
1201 Oak Street
Conway, Arkansas 72032
www.cityofconway.org*

To: Mayor Tab Townsell

From: Lisa Mabry-Williams

Date: 05/06/2014

Re: Conway Civil Service Commission

Chairman Bob Bell's and Commissioner Jack Ballard's terms on the Civil Service Commission expired in April. Nominations were accepted ending April 30th, 2014 and four nominations were received; they are as follows:

- Jack Ballard
- Bob Bell
- Johnathan Jones
- Scott Paul

Mr. Bell and Mr. Ballard are both eligible and willing to serve a full six year term on the Conway Civil Service Commission if appointed.

Thank you for your consideration.



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

RECEIVED
K. Francis
4/30/14
10:15 AM

Date: April 29, 2014

Board applying for: (One board per form)

Civil Service Commission

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

Person Nominated: Scott A. Paul

Address: 1960 Payne Lane City, State, Zip Conway, AR 72034

Phone/Home: 501-269-9891 Work: 501-329-7771

Person making nomination: Self

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)

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.

Please see answers to these questions on attachment A.

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

What contributions do you hope to make?

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

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

Age: 44 Sex: M Race: W

Occupation: Accountant Ward 3

Email Address: sapaul1000@yahoo.com

Scott Alan Paul
Signature of Applicant or Nominator

4/29/2014
Date

List community/civic activities. Indicate activities in which you (or your nominee) are or have been involved.

Volunteer, American Red Cross Disaster Relief Team; Member, Arkansas Society of CPAs; Member, First Presbyterian Church; Member, Freemasons; Member, City of Conway Building Code Board of Appeals; Member, Returned Peace Corps Volunteers, Former Member, Conway Noon Rotary; Former Chair, Town of Brattleboro, VT, Town Finance Committee; Former representative, Town of Brattleboro Representative Town Meeting; Former senior warden, St. Michael's Church, Brattleboro, VT.

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

I was born and raised in Conway and graduated from UCA and now that I have moved back to my hometown, it is important to me to give back to the community that raised me. I have worked as a volunteer in local government for a number of years (primarily in Vermont and Washington, DC.) I have also worked in personnel management in various jobs in diverse cultures throughout my professional career. I keep an open mind to hearing all sides in a discussion. I like to solve problems. I always enjoy learning new things and I have a careful attention to detail. In addition, from an academic standpoint, I hold a master's degree in organizational management that included several courses in human resource management and related fields.

What contributions do you hope to make?

Coming from an accounting and financial management background, like other disciplines, I am accustomed to considering various possible approaches to issues and working within a team to develop the most appropriate responses under the applicable laws and regulations. Furthermore, I would be committed to attending all board meetings, be prepared for the meetings, be prepared to ask questions and learn from fellow board members. I have worked in a number of local government level volunteer positions and have a deep love of Civics. As a member of the commission, I am certain I could work well with the other members and city management to find the best solutions to hiring, termination and disciplinary actions that might come before the board.



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

RECEIVED
K. Francis D
4/29/14
3:45pm

Date: 4/30/14

Board applying for. (One board per form)

C.C.S.C.

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

Person Nominated: JACK BALLARD
Address: 11 Richland Hills CV, Conway, AR, 72034
Phone/Home: 327 0665 Cell: 450 81764 Work: _____

Person making nomination: SELF
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)

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.

CURRENT member of CONWAY CIVIL Service COMM.
HELP WITH VARIOUS ACTIVITIES AT SENIOR CENTER. SERVE ON ADVISORY BOARD FOR CARE LINK

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

WANT TO CONTINUE ASSISTING FIRE & POLICE MAINTAIN CURRENT EFFORTS TO IMPROVE DEPTS.
I SPENT 38 YRS. ON L.R.F.D. WORKING AT ALL LEVELS INCLUDING CHIEF FIRE MARSHAL AND CHIEF OF TRAINING.

What contributions do you hope to make?

Keep the chiefs able to TRANSFER, ASSIGN & DIRECT PERSONNEL AS NEEDED AND MAINTAIN FAIRNESS TO EMPLOYEES

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

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

Age: 70 Sex: m Race: w

Occupation: Retired Ward: C 4

Email Address: CHIEFACKB@CONWAYCORP.NET

[Signature]
Signature of Applicant or Nominator

4/30/02
Date



RECEIVED
K Francis
4/21/14

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

Date: 4-21-14

Board applying for: (One board per form)

Civil Service Commission

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

Person Nominated: Bob Bell

Address: 10 Evergreen City, State, Zip Conway, AR 72034

Phone/Home: 501-574-1521 Work: 501-327-0367

Person making nomination: Bob Bell

Address: Same

Phone/Home: Same Work: Same

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

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.

Current Chairman - Conway Circuit Service Comm.
Past member and acting chairman of Faulkner
Co. Library System.
Member Conway, Chamber of Commerce

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

As a past and current member of this commission,
I have an understanding of the scope and
duties of that body. I have two college
degrees (BBA/MBA) and have owned
and operated my own business for 39 years.

What contributions do you hope to make?

Use my knowledge of State Civil Service
laws and City of Conway Circuit Service Rates to
legally serve the sworn employees of the
City.

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

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

Age: 62 Sex: Male Race: W

Occupation: Owner - Bell Oil Co. Ward 3A

Email Address: mbell@conwaycorp.net

Bob Bell
Signature of Applicant or Nominator

4-21-14
Date



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

RECEIVED
K Francis
4/30/14
4:19 PM

Date: 4/30/14

Board applying for: (One board per form)

CONWAY CIVIL SERVICE COMMISSION

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

Person Nominated: NIWAHIAN JONES

Address: 144 STEENMORGAN ROAD City, State, Zip CONWAY, AR 72032

Phone/Home: (501) 208-7399 Work: (501) 329-6851 ext 497

Person making nomination: SAME AS ABOVE

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)

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.

CONWAY NOON ROTARY CLUB
7 1/2 YEARS OF SERVICE WITH THE STATE OF ARKANSAS SERVING
INDIVIDUALS WITH INTELLECTUAL DISABILITIES.

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

TO SERVE THE COMMUNITY AND THE CIVIL SERVICE
EMPLOYEES.
THE RESPONSIBILITIES OF THE COMMISSION ARE SIMILAR TO DUTIES I
HAVE HAD WITH THE STATE OF ARKANSAS.

What contributions do you hope to make?

FAIR AND HONEST DECISIONS FOR OUR CIVIL SERVICE EMPLOYEES.

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

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

Age: 28 Sex: MALE Race: WHITE

Occupation: PROGRAM COORDINATOR Ward 2

Email Address: JOHNATHAN.JONES@LIVE.COM


Signature of Applicant or Nominator

4/30/14
Date



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

May 7, 2014

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

RE: Garver Engineering Contract
RTR Facility Design &
Fuel System Design Contract
Relocated Conway Airport

Dear Mayor Townsell;

Garver has submitted for approval engineering contracts for the design of the RTR facility at the new airport and the design of the fueling system at the new airport. The contracts are attached.

The RTR facility is a Remote Transmitter Receiver that is used by pilots to contact Little Rock Airport Control Tower. The engineering effort provides plans for the installation of the building, antennas, security fencing and electrical service. These facilities have specific and detailed FAA requirements and must be approved by FAA. The RTR equipment will be relocated from existing Cantrell Field to the new airport by FAA personnel. The Garver fee for this work and coordination with the FAA is \$30,000.

The fueling system involves the installation of two 10,000 gallon above ground fuel tanks along with the self service dispensing system. The Garver Fee for this work is \$25,000.

Funding for these projects and related engineering cost would be from the proceeds received from the sale of existing Cantrell Field or grants that may be available for State Department of Aeronautics or Central Arkansas Planning District.

I am requesting approval of these contracts so that work can move forward and complete these projects by airport opening date in August.

Thanks
Ronnie Hall



AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway, Arkansas
Conway, Arkansas
Project No. 14011502

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Conway, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as the "GARVER".

The Owner intends to make the following improvements:

Relocation of RTR from the existing Cantrell Field to the new Conway Airport

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional 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. GARVER's services will be coordinated with the Owner and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER'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 GARVER on an hourly basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
DESIGN AND BIDDING SERVICES	\$30,000	HOURLY
TOTAL FEE	\$30,000	

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is estimated to be \$30,000. The actual total fee may exceed this estimate. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2015.

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, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER 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 a one percent monthly simple interest charge.

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 GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) 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 June 1, 2015.

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 GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER 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 GARVER 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. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. 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.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER'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, GARVER 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.

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

GARVER 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 GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER'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 GARVER.



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 GARVER, GARVER'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 GARVER 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, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER 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, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

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

Worker'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

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 GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER 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, GARVER 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 GARVER 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, GARVER 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 GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the 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 GARVER 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 GARVER'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, and that such services will be provided by the Owner. In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.



5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its 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 GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

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 GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with 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 GARVER, 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 GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



SECTION 7 - SUCCESSORS AND ASSIGNS

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

SECTION 8 – APPENDICES 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 – Garver Hourly Rates
- 8.2 This Agreement (consisting of pages 1 to 8, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER 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.

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



IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF CONWAY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



APPENDIX A

SCOPE OF SERVICES CITY OF CONWAY CONWAY, ARKANSAS

2.1 General

Generally, the scope of services includes engineering services for the relocation of the remote transmitter/receiver to the new Conway Airport. The relocation will include the construction of a standard installation approved by the FAA.

2.2 Final Design

Garver will serve as the Owner's representative throughout the project and furnish consultation and advice to the Owner during the performance of this service. Garver will coordinate funding options with Arkansas Department of Aeronautics. Garver will prepare and E-File all necessary documentation required to fulfill project programming and air spacing requirements. Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contracts. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the Department of Labor as appropriate for incorporation into the specifications for the proposed project. Garver will furnish plans to the Client for bidding and coordination purposes.

2.3 Bidding Services

Garver will assist the Client 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, and attend pre-bid conferences. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client 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. Garver will consult with the Client 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. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client and the Contractor.

2.4 Project Deliverables

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

1. Two copies of the Final Design with opinion of probable construction cost.
2. Three copies of the Final Plans and Specifications to the Contractor.



3. Two copies of approved shop drawings/submittals from the Contractor.
4. One hard copy set of Record Drawings.
5. Electronic files as requested.

2.5 Extra Work

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

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design beyond that furnished in the Geotechnical Report.
4. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ. Construction materials testing.
5. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
6. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
7. Services after construction, such as warranty follow-up, operations support, etc.

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

2.6 Schedule

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

<u>Milestone</u>	<u>Date</u>
Advertise for Bids	TBD
Bid Opening	TBD
Issue Notice to Proceed	TBD



APPENDIX B
RTR Relocation
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 97.00
E-2	\$ 112.00
E-3	\$ 137.00
E-4	\$ 159.00
E-5	\$ 193.00
E-6	\$ 241.00
Planners / Environmental Specialist	
P-1	\$ 108.00
P-2	\$ 135.00
Designers	
D-1	\$ 84.00
D-2	\$ 99.00
D-3	\$ 123.00
D-4	\$ 138.00
Technicians	
T-1	\$ 66.00
T-2	\$ 89.00
T-3	\$ 102.00
Surveyors	
S-1	\$ 40.00
S-2	\$ 53.00
S-3	\$ 71.00
S-4	\$ 105.00
2-Man Crew (Survey)	\$ 154.00
3-Man Crew (Survey)	\$ 195.00
Construction Observation	
C-1	\$ 85.00
C-2	\$ 105.00
Management / Administration	
X-1	\$ 55.00
X-2	\$ 75.00



AGREEMENT FOR PROFESSIONAL SERVICES
City of Conway, Arkansas
Conway, Arkansas
Project No. 14011501

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Conway, Arkansas** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as the "GARVER".

The Owner intends to make the following improvements:

Fuel System Construction

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered, including any teaming agreements.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional 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. GARVER's services will be coordinated with the Owner and others required in the accomplishment of the work and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER'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 GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The table below presents a summary of the fee amounts and fee types for this contract.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
DESIGN AND BIDDING SERVICES	\$25,000	LUMP SUM
TOTAL FEE	\$25,000	

The lump sum amount to be paid under this agreement is \$25,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 1, 2014.

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 GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) 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 June 1, 2014.

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 GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER 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 GARVER 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. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.



7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. 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.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for the proposed site of construction. GARVER will coordinate with the geotechnical consultant, the Owner has contracted with, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER'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, GARVER 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.

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

GARVER 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 GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER'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 GARVER.

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 GARVER, GARVER'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 GARVER 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, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER 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, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

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

Worker'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

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 GARVER which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts, and transcription. GARVER 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, GARVER 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 GARVER 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, GARVER 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 GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the 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 GARVER 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 GARVER'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, and that such services will be provided by the Owner. In the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its 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 GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence,



professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

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 GARVER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with 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 GARVER, 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 GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

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



SECTION 8 – APPENDICES 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 – Garver Hourly Rates

8.2 This Agreement (consisting of pages 1 to 7, inclusive) together with the appendices and exhibits identified above constitute the entire agreement between the Owner and GARVER 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.

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

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF CONWAY

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____



APPENDIX A

SCOPE OF SERVICES CITY OF CONWAY CONWAY, ARKANSAS

2.1 General

Generally, the scope of services includes engineering services for the construction of an aviation fueling system at the New Conway Airport. The system will include a 20,000 gallon Jet A fuel tank and 12,000 gallon 100LL fuel tank with pumping systems, and credit card systems.

2.2 Final Design

Garver will serve as the Owner's representative throughout the project and furnish consultation and advice to the Owner during the performance of this service. Garver will coordinate funding options with Arkansas Department of Aeronautics. Garver will prepare and E-File all necessary documentation required to fulfill project programming and air spacing requirements. Garver will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to Garver by the Client and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contracts. These designs shall be in accordance with sound engineering principles and if required shall be submitted to the FAA office from which approval must be obtained. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the Department of Labor as appropriate for incorporation into the specifications for the proposed project. Garver will furnish plans to the Client for bidding and coordination purposes.

2.3 Bidding Services

Garver will assist the Client 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, and attend pre-bid conferences. The Client will pay advertising costs outside of this contract. Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Client 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. Garver will consult with the Client 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. Garver will attend the bid opening, prepare bid tabulation sheets and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. Garver will assist the Client in the execution of all contract documents and furnish a sufficient number of executed documents for the Client and the Contractor.

2.4 Project Deliverables

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

1. Two copies of the Final Design with opinion of probable construction cost.



2. Three copies of the Final Plans and Specifications to the Contractor.
3. Two copies of approved shop drawings/submittals from the Contractor.
4. One hard copy set of Record Drawings.
5. Electronic files as requested.

2.5 Extra Work

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

1. Redesign for the Client's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Pavement Design beyond that furnished in the Geotechnical Report.
4. Design of any utilities relocation other than water and sewer.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ. Construction materials testing.
6. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
7. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
8. Services after construction, such as warranty follow-up, operations support, etc.

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

2.6 Schedule

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

<u>Milestone</u>	<u>Date</u>
Advertise for Bids	May 14, 2014
Bid Opening	June 4, 2014
Issue Notice to Proceed	TBD



**APPENDIX B
Fuel System Construction
Garver Hourly Rate Schedule**

Classification	Rates
Engineers / Architects	
E-1	\$ 89.00
E-2	\$ 115.00
E-3	\$ 135.00
E-4	\$ 162.00
E-5	\$ 193.00
E-6	\$ 231.00
Planners / Environmental Specialist	
P-1	\$ 108.00
P-2	\$ 135.00
Designers	
D-1	\$ 84.00
D-2	\$ 99.00
D-3	\$ 118.00
D-4	\$ 138.00
Technicians	
T-1	\$ 66.00
T-2	\$ 84.00
T-3	\$ 102.00
Surveyors	
S-1	\$ 40.00
S-2	\$ 53.00
S-3	\$ 71.00
S-4	\$ 105.00
S-5	\$ 140.00
S-6	\$ 156.00
2-Man Crew (Survey)	\$ 154.00
3-Man Crew (Survey)	\$ 195.00
Construction Observation	
C-1	\$ 85.00
C-2	\$ 105.00
Management / Administration	
X-1	\$ 55.00
X-2	\$ 73.00



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

May 6, 2014

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

RE: Relocated Conway Airport (Lollie Bottoms)
2014 Paving Construction and AWOS

Dear Mayor Townsell;

Bids were received at 1:30 PM April 16, 2014 for the 2014 paving project at the Relocated Conway Airport. Only one bid was received from the current contractor working at the Airport, Weaver Bailey Contractors. The paving bids included three schedules described as follows with the bids results as follows:

	Bid Amount Weaver Bailey	Engineers Estimate
<u>Schedule 1</u> - Includes all 2014 paving items including corporate & T-Hangar Paving and T- Hanger Access Road Paving -	\$1,162,456.64	\$1,500,000.00
<u>Schedule 2</u> – The portion of Schedule 1 that is for T- Hangar Expansion & Corporate Hangar additional width	\$987,244.60	\$1,250,000.00
<u>Schedule 3</u> – The portion of Schedule 1 that is T-Hangar Access Road Paving.	<u>\$265,712.24</u>	<u>\$300,000.00</u>
Schedule 2 + Schedule 3	\$1,252,956.84	\$1,550,000.00

Schedule 1 above includes all the 2014 Paving Work. Schedule 2 & 3 divide the paving project into logical smaller sections to attract smaller contractors as well as contractors that may wish only to bid the “street type” access road paving. As shown above Weaver Bailey submitted the low bid for Schedule 1.

Bids were received at 2:00 PM April 16, 2014 for the Automated Weather Observation System at the Relocated Conway Airport. The AWOS bids are summarized as follows:

	Bid Amount	Engineers Estimate
AWOS Installation -	Rick McGinty Co. Inc. \$166,001.00	\$161,000.00

The only and low bidder for the AWOS, Rick McGinty Company is the current onsite subcontractor performing the electrical work under the current 2012 and 2013 Weaver- Bailey contracts.

I are requesting award, subject to FAA concurrence and inclusion in the 2014 FAA Grant funding, of the 2014 Paving - Schedule 1 contract to the low bidder Weaver Bailey Contractors and award or the AWOS Installation contract to the low bidder, Rick McGinty Company, Inc.

Thanks
Ronnie Hall

**CONWAY MUNICIPAL AIRPORT
2014 PAVING CONSTRUCTION
BID TABULATION -SCHEDULE 1
BID OPENING: APRIL 16, 2014; 1:30 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONTRACTORS, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$145,412.50	\$145,412.50	\$84,000.00	\$84,000.00
2	SS-140-5.1	4" Concrete Sidewalk	S.Y.	72	\$50.00	\$3,600.00	\$70.00	\$5,040.00
3	SS-145-5.1	Curb Ramp	EA.	1	\$800.00	\$800.00	\$605.00	\$605.00
4	SS-150-5.1	8" Portland Cement Concrete Roadway Pavement	S.Y.	3,770	\$49.00	\$184,730.00	\$40.00	\$150,800.00
5	SS-274-5.1a	Reflectorized yellow four (4) inch pavement marking	L.F.	1,728	\$2.00	\$3,456.00	\$0.88	\$1,520.64
6	SS-274-5.1b	Nonreflectorized white four (4) inch pavement marking	L.F.	550	\$2.00	\$1,100.00	\$0.99	\$544.50
7	SS-274-5.2	Disability Parking Stall Symbol	EA.	1	\$330.00	\$330.00	\$275.00	\$275.00
8	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	L.S.	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
9	SS-310-5.1	Existing Retroreflective Marker, Removed	EA.	16	\$50.00	\$800.00	\$27.50	\$440.00
10	SS-310-5.2	Existing Retroreflective Marker, Relocated	EA.	6	\$100.00	\$600.00	\$220.00	\$1,320.00
11	SS-310-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA.	28	\$1,500.00	\$42,000.00	\$1,100.00	\$30,800.00
12	D-754-5.1	Reinforced Concrete Drainage Flume	S.Y.	20	\$100.00	\$2,000.00	\$165.00	\$3,300.00
13	L-108-5.1	No. 8 AWG 5kV, L-824C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	2,900	\$2.00	\$5,800.00	\$1.65	\$4,785.00
14	L-108-5.2	No. 6 AWG Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	1,400	\$2.00	\$2,800.00	\$1.65	\$2,310.00
15	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	L.F.	1,400	\$2.00	\$2,800.00	\$2.20	\$3,080.00
16	L-110-5.1	Non-Encased, Electrical Conduit, 1-Way 2" C	L.F.	1,400	\$4.00	\$5,600.00	\$5.50	\$7,700.00
17	L-110-5.2	Drain Conduit, 1-Way, 2-Inch PVC, Non-Encased	L.F.	50	\$7.00	\$350.00	\$22.00	\$1,100.00
18	L-110-5.3	Concrete Drain Discharge Structure, Installed	EA.	2	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00
19	L-110-5.4	Drain Conduit Connection to Storm Drain Pipe, Installed	EA.	2	\$750.00	\$1,500.00	\$2,200.00	\$4,400.00
20	P-152-4.1	Embankment In Place	C.Y.	1,761	\$12.00	\$21,132.00	\$8.80	\$15,496.80
21	P-152-4.2	Unsuitable Excavation	C.Y.	100	\$15.40	\$1,540.00	\$13.20	\$1,320.00
22	P-156-5.1	Temporary Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$23,500.00	\$23,500.00
23	P-501-8.1a	Portland Cement Concrete Pavement (11" Thickness)	S.Y.	12,911	\$57.00	\$735,927.00	\$42.50	\$548,717.50
24	P-501-8.1b	Portland Cement Concrete Pavement (7" Thickness)	S.Y.	5,062	\$45.00	\$227,790.00	\$40.00	\$202,480.00
25	P-620-5.1a	Reflective Runway and Taxiway Painting	S.F.	562	\$3.00	\$1,686.00	\$3.30	\$1,854.60
26	P-620-5.1b	Non-Reflective Runway and Taxiway Painting	S.F.	1,123	\$2.50	\$2,807.50	\$3.30	\$3,705.90
27	T-901-5.1	Seeding	Acre	1	\$2,500.00	\$2,500.00	\$3,300.00	\$3,300.00
28	T-904-5.1	Sodding	S.Y.	12,077	\$7.00	\$84,539.00	\$4.70	\$56,761.90

TOTALS

\$1,500,000.00

\$1,162,456.84

GARVER

BLN
Blake W. Roberson, AR PE 13646



**CONWAY MUNICIPAL AIRPORT
2014 PAVING CONSTRUCTION
BID TABULATION - SCHEDULE 2
BID OPENING: APRIL 16, 2014; 1:30 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONTRACTORS, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$108,796.50	\$108,796.50	\$84,000.00	\$84,000.00
2	SS-300-5.1	Lockout/Tagout and Constant Current Regulator Calibration Procedures	L.S.	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
3	SS-310-5.1	Existing Retroreflective Marker, Removed	EA.	16	\$50.00	\$800.00	\$27.50	\$440.00
4	SS-310-5.2	Existing Retroreflective Marker, Relocated	EA.	6	\$100.00	\$600.00	\$220.00	\$1,320.00
5	SS-310-5.3	L-861T(L) Base Mounted Taxiway Edge Light, Installed	EA.	28	\$1,500.00	\$42,000.00	\$1,100.00	\$30,800.00
6	L-108-5.1	No. 8 AWG 5kV, L-824C Cable, Installed in Trench, Duct Bank or Conduit	L.F.	2,900	\$2.00	\$5,800.00	\$1.65	\$4,785.00
7	L-108-5.2	No. 6 AWG Solid, Bare Counterpoise Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Ground Rods and Ground Connectors	L.F.	1,400	\$2.00	\$2,800.00	\$1.65	\$2,310.00
8	L-108-5.3	Trenching for Direct-Buried Bare Counterpoise Wire, 8" Minimum Depth	L.F.	1,400	\$2.00	\$2,800.00	\$2.20	\$3,080.00
9	L-110-5.1	Non-Encased, Electrical Conduit, 1-Way 2" C	L.F.	1,400	\$4.00	\$5,600.00	\$5.50	\$7,700.00
10	L-110-5.2	Drain Conduit, 1-Way, 2-Inch PVC, Non-Encased	L.F.	50	\$7.00	\$350.00	\$22.00	\$1,100.00
11	L-110-5.3	Concrete Drain Discharge Structure, Installed	EA.	2	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00
12	L-110-5.4	Drain Conduit Connection to Storm Drain Pipe, Installed	EA.	2	\$750.00	\$1,500.00	\$2,200.00	\$4,400.00
13	P-152-4.1	Embankment In Place	C.Y.	1,168	\$12.00	\$14,016.00	\$8.80	\$10,278.40
14	P-152-4.2	Unsuitable Excavation	C.Y.	25	\$15.40	\$385.00	\$13.20	\$330.00
15	P-156-5.1	Temporary Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$23,500.00	\$23,500.00
16	P-501-8.1a	Portland Cement Concrete Pavement (11" Thickness)	S.Y.	12,911	\$57.00	\$735,927.00	\$42.50	\$548,717.50
17	P-501-8.1b	Portland Cement Concrete Pavement (7" Thickness)	S.Y.	5,062	\$45.00	\$227,790.00	\$40.00	\$202,480.00
18	P-620-5.1a	Reflective Runway and Taxiway Painting	S.F.	562	\$3.00	\$1,686.00	\$3.30	\$1,854.60
19	P-620-5.1b	Non-Reflective Runway and Taxiway Painting	S.F.	1,123	\$2.50	\$2,807.50	\$3.30	\$3,705.90
20	T-901-5.1	Seeding	Acre	1	\$2,500.00	\$1,250.00	\$3,300.00	\$1,650.00
21	T-904-5.1	Sodding	S.Y.	10,956	\$7.00	\$76,692.00	\$4.70	\$51,493.20

TOTALS

\$1,250,000.00

\$987,244.60

GARVER


Blake W. Roberson, AR PE 13646



**CONWAY MUNICIPAL AIRPORT
2014 PAVING CONSTRUCTION
BID TABULATION - SCHEDULE 3
BID OPENING: APRIL 16, 2014; 1:30 PM**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		WEAVER-BAILEY CONTRACTORS, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	1	\$71,616.00	\$71,616.00	\$67,000.00	\$67,000.00
2	SS-140-5.1	4" Concrete Sidewalk	S.Y.	72	\$50.00	\$3,600.00	\$70.00	\$5,040.00
3	SS-145-5.1	Curb Ramp	EA.	1	\$800.00	\$800.00	\$605.00	\$605.00
4	SS-150-5.1	8" Portland Cement Concrete Roadway Pavement	S.Y.	3,770	\$49.00	\$184,730.00	\$40.00	\$150,800.00
5	SS-274-5.1a	ReflectORIZED yellow four (4) inch pavement marking	L.F.	1,728	\$2.00	\$3,456.00	\$0.88	\$1,520.64
6	SS-274-5.1b	NonreflectORIZED white four (4) inch pavement marking	L.F.	550	\$2.00	\$1,100.00	\$0.99	\$544.50
7	SS-274-5.2	Disability Parking Stall Symbol	EA.	1	\$330.00	\$330.00	\$275.00	\$275.00
8	D-754-5.1	Reinforced Concrete Drainage Flume	S.Y.	20	\$100.00	\$2,000.00	\$165.00	\$3,300.00
9	P-152-4.1	Embankment In Place	C.Y.	593	\$12.00	\$7,116.00	\$8.80	\$5,218.40
10	P-152-4.2	Unsuitable Excavation	C.Y.	75	\$15.40	\$1,155.00	\$13.20	\$990.00
11	P-156-5.1	Temporary Erosion Control	L.S.	1	\$15,000.00	\$15,000.00	\$23,500.00	\$23,500.00
12	T-901-5.1	Seeding	Acre	1	\$2,500.00	\$1,250.00	\$3,300.00	\$1,650.00
13	T-904-5.1	Sodding	S.Y.	1,121	\$7.00	\$7,847.00	\$4.70	\$5,268.70
TOTALS						<u>\$300,000.00</u>		<u>\$265,712.24</u>

GARVER



Blake W. Roberson, AR PE 13646



CONWAY MUNICIPAL AIRPORT
AUTOMATED WEATHER OBSERVING SYSTEM (AWOS)
BID TABULATION
BID OPENING: APRIL 16, 2014; 2:00PM

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		RICK-McGINTY COMPANY, INC.	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SS-120-3.1	Site Preparation	L.S.	100%	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00
2	SS-130-4.1	Trench and Excavation Safety Systems	L.S.	100%	\$1,000.00	\$1,000.00	\$1.00	\$1.00
3	SS-300-5.1	Electrical Service and Power Distribution System	L.S.	100%	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00
4	SS-340-5.1	Automated Weather Observing System (AWOS), Installed	L.S.	100%	\$120,000.00	\$120,000.00	\$76,000.00	\$76,000.00
TOTALS						<u>\$161,000.00</u>	<u>\$166,001.00</u>	

GARVER 

 Blake W. Roberson, AR PE 13646





City of Conway, Arkansas
Ordinance No. O-14-_____

AN ORDINANCE AUTHORIZING A CHANGE IN JOB TITLES AND CREATION OF NEW JOB TITLE FOR THE CONWAY STREET DEPARTMENT; AND FOR OTHER PURPOSES:

Whereas, the Conway Street Department currently has a job classification of “Construction Specialist” , or “Asphalt Construction Specialist” that qualification requirements indicate a Commercial Driver’s License (CDL) is desirable (but not required); and

Whereas, and the Conway Street Department desires to create a new Job Classification “Construction Specialist with CDL” to recognize and compensate those performing these duties in this job classification that have a Commercial Driver’s License (CDL); and

Whereas, the financial impact of this change has been included in the adopted 2014 Street Department Budget; and

Whereas, the current position of Assistant Street Superintendent – Construction Manager and Assistant Street Superintendent – Maintenance Manager have been incorrectly identified as Assistant Superintendent Construction and Assistant Superintendent Maintenance.

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

Section 1. The Human Resource’s Department is hereby directed to create a new job classification “Construction Specialist with CDL” by modifying the current job classification “Construction Specialist” to add the requirement that a Commercial Driver’s License is required. The position “Construction Specialist with CDL” will be assigned a Pay Grade of 12 (currently \$15.0928 per hour). The staffing of these job classifications as follows:

- Reclassify seven (7) of the nine (9) positions identified as “Construction Specialist” or “Asphalt Construction Specialist” to “Construction Specialist with CDL” having a Grade 12 pay scale.

Section 2. The Human Resource’s Department is hereby directed to change and correct the following Street Department job titles:

- Change “Asst. Supt. Construction” to “Assistant Street Superintendent – Construction Manager”.
- Change “Asst. Supt. Maintenance” to “Assistant Street Superintendent – Maintenance Manager”.

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

PASSED this 13th day of May 2014.

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



City of Conway
Street and Engineering Department
100 East Robins Street
Conway, AR 72032

Ronnie Hall, P.E.
City Engineer
ronnie.hall@cityofconway.org
501-450-6165

May 5, 2014

Mayor Tab Townsell
1201 Oak Street
Conway, Arkansas 72032

**RE: City of Conway, Arkansas
Create Position to Require CDL &
Personnel Reclassification to CDL Position**

Dear Mayor Townsell:

Currently our job description and requirements for a Construction Specialist position does not require a CDL (Commercial Drivers License) but only indicates one is desirable. As discussed in our 2014 budget meetings, we would like to create a new position "Construction Specialist with CDL". The new position would be the same as the "Construction Specialist" but would require a CDL. The employees reclassified generally drive our larger dual axel (and Sand Spreader & Snow Plows) which requires a CDL license to operate. Most of our dump trucks are now in the size that requires a CDL. If we cannot get CDL drivers they will set idle.

I am requesting that the pay grade for this position be set at the same as Sanitation Department's CDL Driver position (Grade 12) of \$15.0928 per hour rather than the current rate (Grade 831) of \$14.301 per hour. It appears that the Jessup salary survey did not recognize and compensate employees for having and maintaining a CDL driver's license.

I am requesting the following employees be reclassified "Construction Specialist with CDL" and that their pay scale be the same as the Sanitation CDL position at \$15.0928 per hour.

<u>Employee</u>	<u>Current Classification</u>	<u>Current Rate</u>	<u>Proposed Classification</u>	<u>Proposed Rate</u>
Davidson, Gary W	Construction Specialist	\$14.301	Construction Specialist with CDL	\$15.09
Freeman, Andrew D.	Construction Specialist	\$16.25	Construction Specialist with CDL	\$16.25
Kinley, Benny L.	Construction Specialist	\$14.301	Construction Specialist with CDL	\$15.09
Lachowsky, Steven B.	Construction Specialist	\$14.301	Construction Specialist with CDL	\$15.09
Lary, Jimmy A.	Construction Specialist	\$14.301	Construction Specialist with CDL	\$15.09
McNich, David Lee	Construction Specialist	\$14.301	Construction Specialist with CDL	\$15.09
Dustin Worden	Construction Specialist	\$14.331	Construction Specialist with CDL	\$15.09

In addition, I am requesting the following personnel's Job title be corrected to reflect the original position proposed for this position. I believe the mistake in their job title lead to a misinterpretation of their Jessup mid point salary.

<u>Employee</u>	<u>Current Classification</u>	<u>Current Rate</u>	<u>Proposed Classification</u>	<u>Proposed Rate</u>
Reynolds, Jacob	Asst. Superintendent Construction	\$22.57	Asst. St. Sup. – Construction Manager	No Change
Fason, Gary	Asst. Superintendent Maintenance	\$24.90	Asst. St. Sup. – Maintenance Manager	No Change



City of Conway, Arkansas
Ordinance No. O-14- _____

AN ORDINANCE AMENDING SECTIONS 201.1 AND 201.3 OF THE CONWAY ZONING ORDINANCE TO REZONE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF INTERSTATE 40/AMITY ROAD AND EAST DAVE WARD DRIVE FROM I-3 TO C-3:

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

Section 1: The Zoning District Boundary Map of the Conway Land Development Code be amended by changing all the **I-3** symbols and indications as shown on the Zoning District Boundary Map in an area described as follows:

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF SECTION 17 & PART OF NW1/4 SECTION 20, TOWNSHIP 5 NORTH, RANGE 13 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½" REBAR FOR THE SOUTHEAST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 17; THENCE S01°58'13"W, 280.49 FEET ALONG THE EAST LINE OF THE NE1/4 NW1/4 OF SAID SECTION 20; THENCE N86°55'21"W, 1322.13 FEET TO A GRADER BLADE; THENCE 88°19'45"W, 402.90 FEET TO A 3/8" REBAR ON THE EAST RIGHT OF WAY OF AMITY ROAD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: N03°40'43"W, 485.04 FEET TO A TYLER CAP; THENCE N0° 22'59"E, 388.11 FEET; THENCE N28°08'10"E, 112.47 FEET TO A R/W MONUMENT; THENCE N51°58'02"E, 160.56 FEET TO A R/W MONUMENT; THENCE N65°59'47"E, 459.96 FEET; THENCE N34°59'29"E, 211.89 FEET; THENCE N12°55'51"E, 248.56 FEET TO A TYLER CAP ON THE SOUTH RIGHT OF WAY OF HIGHWAY #286 (INDUSTRIAL BLVD); THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 3 CALLS: S88°31'21"E, 173.37 FEET; THENCE ALONG A CURVE TO LEFT HAVING A RADIUS OF 1949.85 FEET, AN ARC LENGTH OF 467.88 FEET, A CHORD BEARING & DISTANCE OF N84°40'09"E, 466.76 FEET TO A TYLER CAP; THENCE N77°46'45"E, 392.13 FEET TO A TYLER CAP ON THE EAST LINE OF THE SW1/4 OF SAID SECTION 17; THENCE ALONG SAID EAST LINE S01° 24'10"W, 273.45 FEET TO A STONE FOR THE NORTHEAST CORNER SE1/4 SW1/4 OF SAID SECTION 17; THENCE CONTINUING ALONG SAID EAST LINE S01°36'15"W, 1324.56 FEET TO THE POINT OF BEGINNING, CONTAINING 61.51 ACRES MORE OR LESS.

to those of **C-3**, and a corresponding use district is hereby established in the area above described and said property is hereby rezoned.

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

PASSED this 13th day of May, 2014

Approved:

Attest:

Mayor Tab Townsell

Michael O. Garrett
City Clerk/Treasurer



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

April 22, 2014

Council Members
Conway, AR 72032

Dear Council Members:

Rush/Hal Development and Mary Lewis Trust request for a rezoning from I-3 to C-3 for property that is located at the southeast corner of the intersection of Interstate 40/Amity Road and East Dave Ward Drive with the legal description:

A TRACT OF LAND LOCATED IN PART OF THE SW1/4 OF SECTION 17 & PART OF NW1/4 SECTION 20, TOWNSHIP 5 NORTH, RANGE 13 WEST, FAULKNER COUNTY, ARKANSAS, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ½" REBAR FOR THE SOUTHEAST CORNER OF THE SE1/4 SW1/4 OF SAID SECTION 17; THENCE S01°58'13"W, 280.49 FEET ALONG THE EAST LINE OF THE NE1/4 NW1/4 OF SAID SECTION 20; THENCE N86°55'21"W, 1322.13 FEET TO A GRADER BLADE; THENCE 88°19'45"W, 402.90 FEET TO A 3/8" REBAR ON THE EAST RIGHT OF WAY OF AMITY ROAD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: N03°40'43"W, 485.04 FEET TO A TYLER CAP; THENCE N0° 22'59"E, 388.11 FEET; THENCE N28°08'10"E, 112.47 FEET TO A R/W MONUMENT; THENCE N51°58'02"E, 160.56 FEET TO A R/W MONUMENT; THENCE N65°59'47"E, 459.96 FEET; THENCE N34°59'29"E, 211.89 FEET; THENCE N12°55'51"E, 248.56 FEET TO A TYLER CAP ON THE SOUTH RIGHT OF WAY OF HIGHWAY #286 (INDUSTRIAL BLVD); THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 3 CALLS: S88°31'21"E, 173.37 FEET; THENCE ALONG A CURVE TO LEFT HAVING A RADUS OF 1949.85 FEET, AN ARC LENGTH OF 467.88 FEET, A CHORD BEARING & DISTANCE OF N84°40'09"E, 466.76 FEET TO A TYLER CAP; THENCE N77°46'45"E, 392.13 FEET TO A TYLER CAP ON THE EAST LINE OF THE SW1/4 OF SAID SECTION 17; THENCE ALONG SAID EAST LINE S01° 24'10"W, 273.45 FEET TO A STONE FOR THE NORTHEAST CORNER SE1/4 SW1/4 OF SAID SECTION 17; THENCE CONTINUING ALONG SAID EAST LINE S01°36'15"W, 1324.56 FEET TO THE POINT OF BEGINNING, CONTAINING 61.51 ACRES MORE OR LESS.

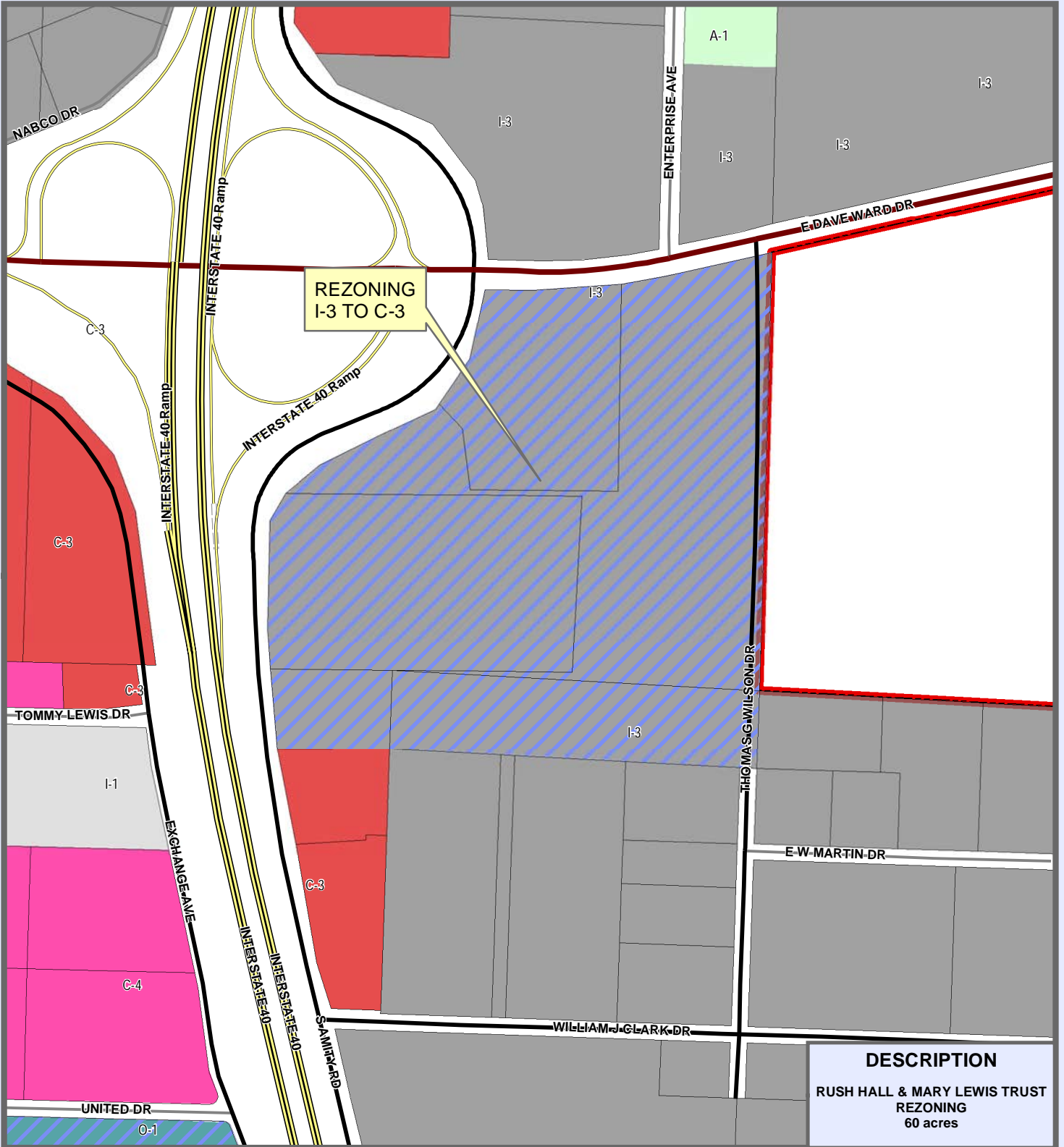
was reviewed by the Planning Commission at its regular meeting on April 21, 2014. The Planning Commission voted unanimously to forward this rezoning request to the City Council with a recommendation for approval.

Submitted by,

Jeff Allender, Chair
Planning Commission

CITY OF CONWAY

RUSH HALL -- MARY LEWIS TRUST REZONE I-3 TO C-3



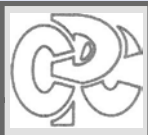
DESCRIPTION
RUSH HALL & MARY LEWIS TRUST
REZONING
60 acres



Tab Townsend - Mayor
 Andy Hawkins & David Orsini - Aldermen Ward 1
 Wesley Pruitt & Shelby Meatt - Aldermen Ward 2
 Mark Ledbetter & Mary Smith - Aldermen Ward 3
 Theodore Jones, Jr. & Shelby Wilmore - Aldermen Ward 4
 Michael Murphy - City Attorney
 Michael Garrett - City Clerk



Bryan Patrick - Director
 Wes Crigler - Deputy Director
 Christy Sutherland - Planner
 Libbie Black - Planning Tech
 Jason Lyon - GIS Coordinator



CONWAY PLANNING COMMISSION
 Jeff Allender - Chair
 Lee Washington - Vice-Chair

INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Office
RAILROADS		C-1	O-1
		C-2	O-2
		C-3	O-3
		C-4	Special
			SP
			S-1
			A-1
			PUD
			TJ



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 WWW.CONWAYPLANNING.ORG/GIS
 E.M.A.L.: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

April 22, 2014

Council Members
Conway, AR 72032

Dear Council Members:

Therapy and Rehab Solutions request for a Conditional Use Permit to allow restricted office for property that is located at 831 Donaghey Avenue with the legal description

Beginning at the southeast corner of Lot 1 Taylor Replat; thence N02-22-55E, 411.14 feet to the point of beginning; thence S88-10-45E, 188 feet to a point on the west right of way line of Donaghey Avenue; thence S02-22-55W, 100 feet along said right of way; thence N88-10-45W, 188 feet, thence N02-22-55E, 100 feet to the point of beginning.
Approximately, .40 acres.

was reviewed by the Planning Commission at their regular meeting on April 21, 2014. The Planning Commission voted unanimously to forward this request to the City Council with a recommendation for approval with the following conditions required by ordinance.

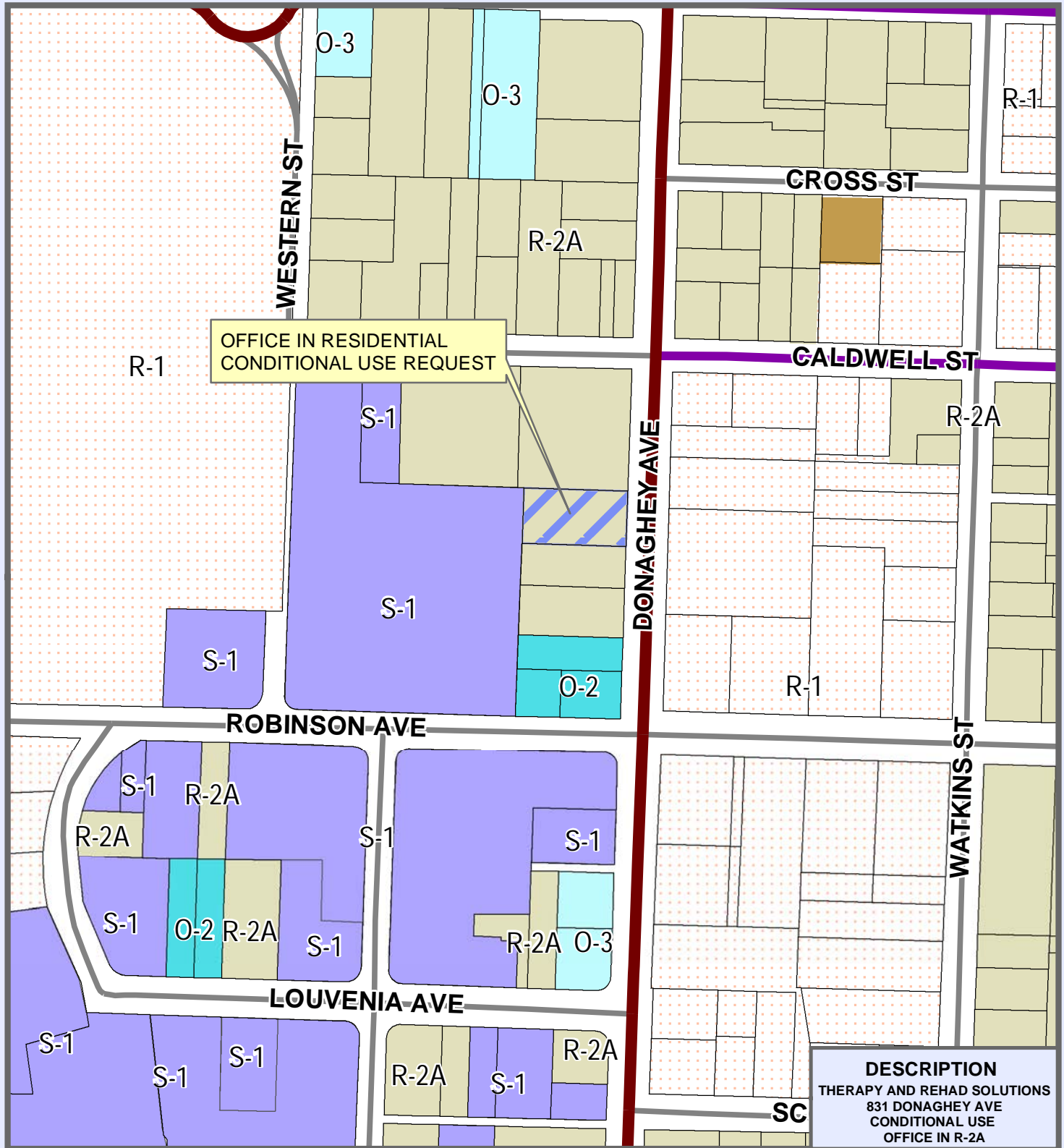
1. **Hours of Operation:** The hours of operation will be Monday through Friday from 8 am to 8 pm, but primarily normal business hours.
2. **Signage:** Wall signage shall be limited to a non-illuminated faceplate attached to the structure no greater than 2 square feet in area. Freestanding signage shall be a non-illuminated monument or two pole sign no greater than 4 feet in height and 4 feet wide. A non-illuminated post and arm sign as defined by Conway sign regulations may be substituted for a monument or two pole sign. No banners shall be permitted.
3. **Architectural Compatibility:** Any exterior remodeling or new construction must be compatible with the surrounding architecture. Within the Old Conway Design Overlay District, the Historic District Commission shall review and decide compatibility. This review shall include overall exterior appearance, materials, setbacks, height, lot coverage, etc. The setbacks, height, and lot coverage restrictions will be no greater than allowed by the lot regulations per zone, overlay, or historic district.
4. **Term of the Conditional Use:** This conditional use permit shall be limited to Therapy and Rehab Solutions.
5. **Lighting, parking, screening/buffering shall minimally match Conway Development Review Standards:** Additional parking and/or screening/buffering requirements may be recommended by the Planning Commission and required by the City Council including, but not limited to, parking location and design, fencing or landscaping as required to provide an adequate buffer for neighboring properties.
6. **Sidewalks:** Construction and or repair of existing sidewalks, if necessary, is required as per Conway Development Review Standards. **There is an existing sidewalk along the property's Donaghey frontage.**
7. **No additional front yard parking allowed.**
8. **Trees must remain unless diseased or damaged.**

Sincerely,

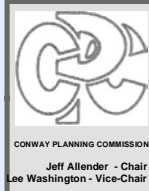
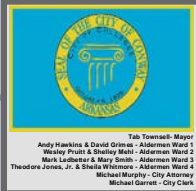
Jeff Allender, Chair
Planning Commission

CITY OF CONWAY

THERAPY AND REHAB SOLUTIONS - CONDITIONAL USE REQUEST



DESCRIPTION
THERAPY AND REHAB SOLUTIONS
831 DONAGHEY AVE
CONDITIONAL USE
OFFICE IN R-2A



INTERSTATE	LOT LINE	Residential	Commercial
MAJOR ARTERIAL	STREAMS	R-1	C-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	C-2
COLLECTOR	CITY LIMITS	R-2	C-3
RESIDENTIAL		HR	C-4
PRIVATE ROAD		SR	
INTERSTATE RAMP			
RAILROADS			

Industrial	Special
MF-1	SP
MF-2	S-1
MF-3	A-1
RMH	PUD
	TJ



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 WWW.CONWAY-PLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

April 22, 2014

Council Members
Conway, AR 72032

Dear Council Members:

Ann Siebenmorgen request for a Conditional Use Permit to allow adult day care for property that is located at 1101 Museum Road, Suite 6, with the legal description

1101 Museum, Suite 6, being a part of Lot 7, Block 2, Replat of Blocks 2, 3 and 4, Con-Ark Commercial Subdivision to the City of Conway, Arkansas, as shown on Plat of Record in Plat Book F, Page 85, Records of Faulkner County, Arkansas.

was reviewed by the Planning Commission at their regular meeting on April 21, 2014. The Planning Commission voted unanimously to forward this request to the City Council with a recommendation for approval with the following conditions attached.

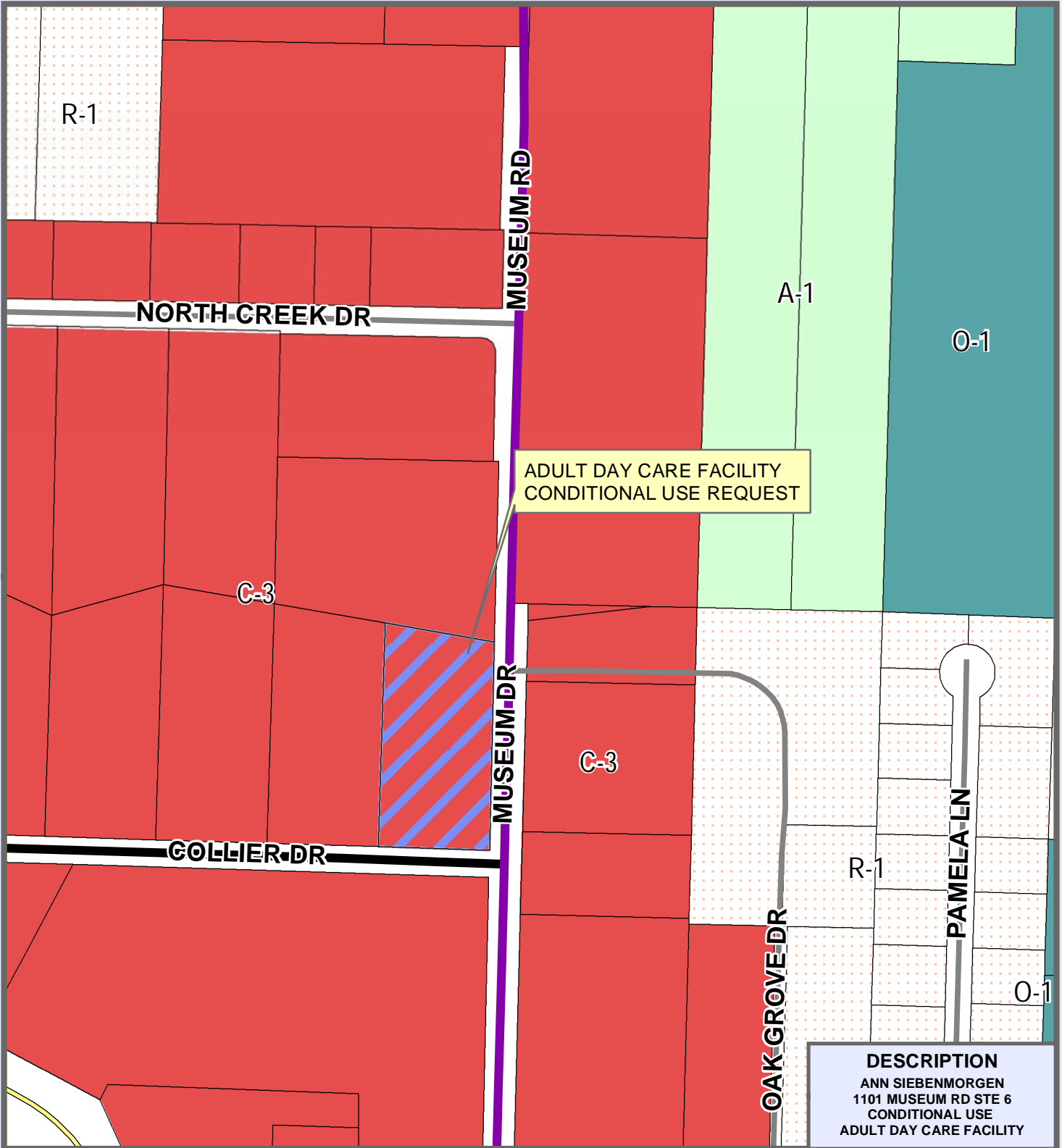
1. The conditional use permit is applicable to 1101 Museum Road without limitation to a single suite to allow for possible future expansion or relocation of the business.
2. Hours of operation are 7:00 a.m. to 6:00 p.m., Monday through Saturday.
3. This conditional use permit is limited to this applicant. It is not transferrable and does not run with the property.

Sincerely,

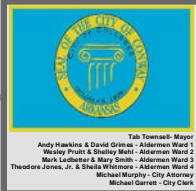
Jeff Allender, Chair
Planning Commission

CITY OF CONWAY

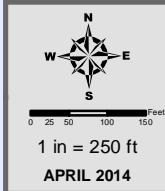
ANN SIEBENMORGEN - CONDITIONAL USE REQUEST



DESCRIPTION
 ANN SIEBENMORGEN
 1101 MUSEUM RD STE 6
 CONDITIONAL USE
 ADULT DAY CARE FACILITY



<ul style="list-style-type: none"> — INTERSTATE — MAJOR ARTERIAL — MINOR ARTERIAL — COLLECTOR — RESIDENTIAL — PRIVATE ROAD — INTERSTATE RAMP — RAILROADS 	<ul style="list-style-type: none"> — LOT LINE — STREAMS — LAKES & PONDS CITY LIMITS 	<table style="width: 100%; font-size: 8px;"> <tr> <th colspan="2" style="text-align: left;">Residential</th> <th colspan="2" style="text-align: left;">Industrial</th> </tr> <tr> <td style="background-color: #f0f0f0;">R-1</td> <td style="background-color: #ffff00;">MF-1</td> <td style="background-color: #cccccc;">I-1</td> <td style="background-color: #cccccc;">RU-1</td> </tr> <tr> <td style="background-color: #f0f0f0;">R-2A</td> <td style="background-color: #ffff00;">MF-2</td> <td style="background-color: #cccccc;">I-2</td> <td style="background-color: #cccccc;">RU-2</td> </tr> <tr> <td style="background-color: #f0f0f0;">R-2</td> <td style="background-color: #ffff00;">MF-3</td> <td style="background-color: #cccccc;">I-3</td> <td style="background-color: #cccccc;">RU-3</td> </tr> <tr> <td style="background-color: #f0f0f0;">HR</td> <td style="background-color: #808080;">RMH</td> <td></td> <td></td> </tr> <tr> <td style="background-color: #00ff00;">SR</td> <td></td> <td></td> <td></td> </tr> <tr> <th colspan="2" style="text-align: left;">Commercial</th> <th colspan="2" style="text-align: left;">Special</th> </tr> <tr> <td style="background-color: #ffcc00;">C-1</td> <td style="background-color: #00ff00;">O-1</td> <td style="background-color: #0000ff;">SP</td> <td style="background-color: #0000ff;">S-1</td> </tr> <tr> <td style="background-color: #ff0000;">C-2</td> <td style="background-color: #00ff00;">O-2</td> <td style="background-color: #0000ff;">S-2</td> <td style="background-color: #0000ff;">S-1</td> </tr> <tr> <td style="background-color: #ff0000;">C-3</td> <td style="background-color: #00ff00;">O-3</td> <td style="background-color: #0000ff;">S-3</td> <td style="background-color: #0000ff;">S-1</td> </tr> 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CONTACT INFORMATION
 WWW.CONWAY-PLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org



CONWAY PLANNING COMMISSION

1201 OAK STREET CONWAY, AR 72032 (501) 450-6105

April 22, 2014

Council Members
Conway, AR 72032

Dear Council Members:

Covenant Life Church and Judah Learning Center request for a conditional use permit to allow religious activities and childcare for property that is located at 235 Tilk Road with the legal description

Lot 4, Runway Park Subdivision, as shown on plat of record in Plat Book J, Page 26, Plat Records of Faulkner County, Arkansas, LESS AND EXCEPT the North 296 feet of the East 296 feet thereof, leaving 4.40 acres, more or less.

was reviewed by the Planning Commission at their regular meeting on April 21, 2014. The Planning Commission voted 6 – 4 to forward this request to the City Council with a recommendation for approval with the below stated conditions. Planning Commissioners Stan Hobbs, Marilyn Armstrong, Jerry Rye, and Jeff Allender voted against the motion to approve this conditional use permit request.

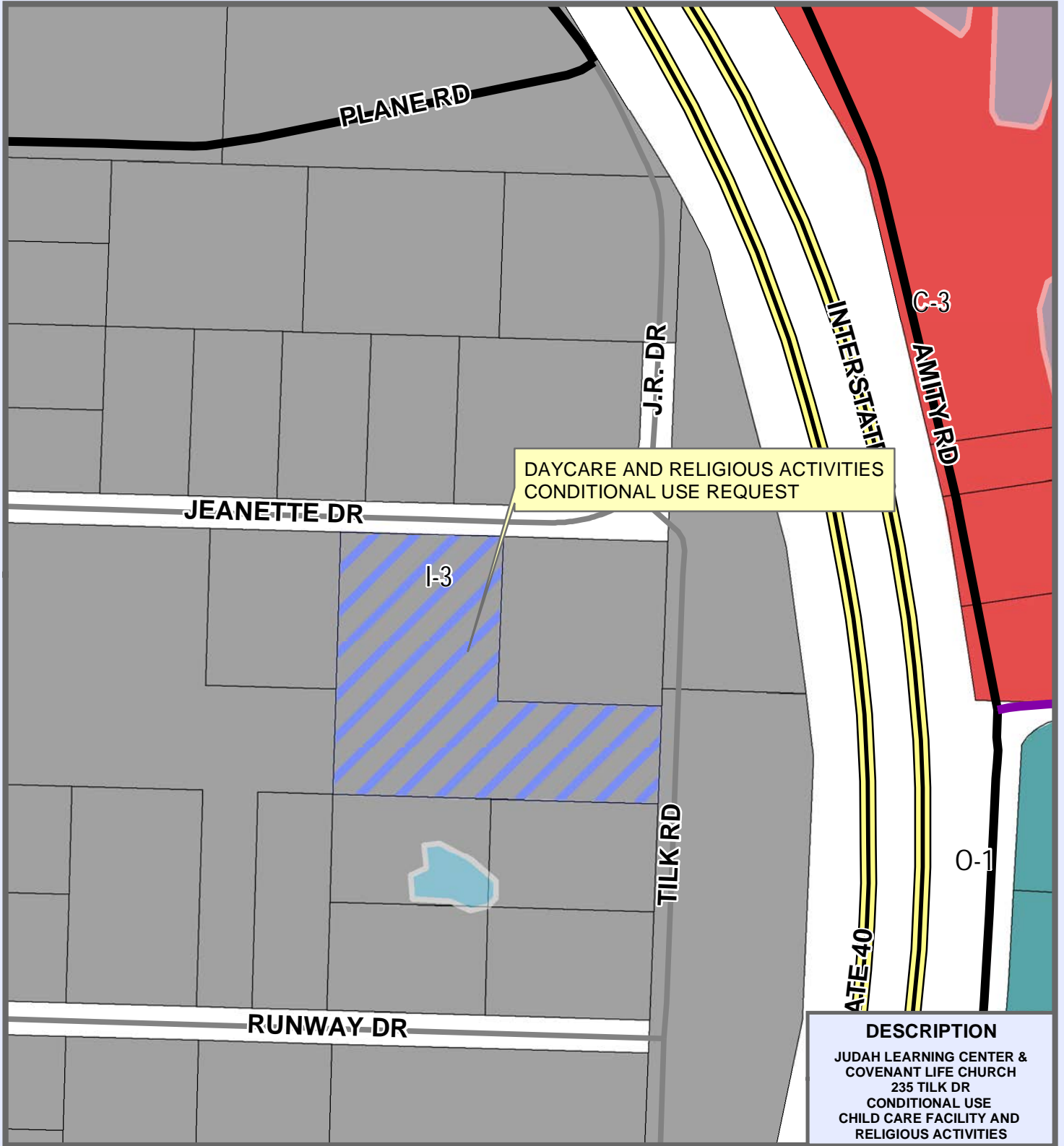
1. No outside sound system allowed.
2. This conditional use permit is limited to this applicant only. It is not transferrable and does not run with the land.
3. It is suggested that the City Council give special consideration as to the church and day care location in relation to restaurants that will possibly be serving alcohol in their decision.

Sincerely,

Jeff Allender, Chair
Planning Commission

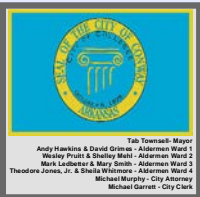
CITY OF CONWAY

JUDAH LEARNING CENTER & COVENANT LIFE CHURCH - CONDITIONAL USE REQUEST



DAYCARE AND RELIGIOUS ACTIVITIES
CONDITIONAL USE REQUEST

DESCRIPTION
**JUDAH LEARNING CENTER &
 COVENANT LIFE CHURCH**
 235 TILK DR
 CONDITIONAL USE
 CHILD CARE FACILITY AND
 RELIGIOUS ACTIVITIES



INTERSTATE	LOT LINE	Residential	Industrial
MAJOR ARTERIAL	STREAMS	R-1	MF-1
MINOR ARTERIAL	LAKES & PONDS	R-2A	MF-2
COLLECTOR	CITY LIMITS	R-2	MF-3
RESIDENTIAL		HR	RMH
PRIVATE ROAD		SR	
INTERSTATE RAMP		Commercial	Special
RAILROADS		C-1	SP
		C-2	S-1
		C-3	A-1
		C-4	O-1
			O-2
			O-3
			PUD
			TJ



THIS MAP WAS PREPARED BY THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT FOR ITS USE, AND MAY BE REVISED AT ANY TIME WITHOUT NOTIFICATION TO ANY USER. THE CITY OF CONWAY PLANNING AND DEVELOPMENT DEPARTMENT DOES NOT GUARANTEE THE CORRECTNESS OR ACCURACY OF ANY FEATURES ON THIS MAP. CITY OF CONWAY ASSUMES NO RESPONSIBILITY IN CONNECTION THEREWITH.

CONTACT INFORMATION
 WWW.CONWAY-PLANNING.ORG/GIS
 E-MAIL: Jason.Lyon@CityOfConway.org



City of Conway, Arkansas

Ordinance No. O-14-___

**AN ORDINANCE APPROPRIATING DONATION FUNDS FOR THE CONWAY PARKS DEPARTMENT;
AND FOR OTHER PURPOSES**

Whereas, The Conway Parks Department has received a \$1,000 donation from Blue & You Foundation to be used toward the Conway Community Garden Program;

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

Section 1. The City of Conway shall appropriate said funds from the General Fund Non Departmental Donation Account (001-119-4705) to the Conway Parks Department Grounds Maintenance Account (001-140-5430).

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

PASSED this 13th day of May, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
City Clerk/Treasurer



**City of Conway, Arkansas
Ordinance No. O-14-_____**

AN ORDINANCE ACCEPTING DONATED FUNDS & APPROPRIATING FUNDS TO THE CONWAY PHYSICAL PLANT DEPARTMENT; AND FOR OTHER PURPOSES.

Whereas, the Conway Physical Plant received donations in the amount of \$5,000 from each of the following entities; the Conway Chamber of Commerce, CDC, and Downtown Partnership for a total of \$15,000, and

Whereas, the Conway Physical Plant requests the donation be used to increase the department's part time budget, which will in turn allow the Physical Plant to perform additional jobs in downtown Conway (medians, curbs, maintain Chamber grounds, etc).

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 donation and appropriate \$15,000 from the General Fund Revenue Account (001-119-4799) to the General Fund Physical Plant Part Time Salary Account (001-106-5113).

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

Passed this 13th day of May, 2014.

Approved:

Mayor Tab Townsell

Attest:

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



City of Conway, Arkansas
Ordinance No. O-14-_____

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CITY OF CONWAY CIVIL SERVICE EXPENSES;
 DECLARING AN EMERGENCY AND FOR OTHER PURPOSES:**

Whereas, The City of Conway has a need to pay for expenses related to Civil Service Commission promotional fire fighter and police officer testing at a cost of \$4,122, legal services for an appeal hearing at a cost of \$4603 and advertising for open Civil Service Commission positions at a cost of \$26 for which funding has not previously been provided.

Whereas, budgetary authority for such expenditure has not previously been provided;

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

Section 1. The City of Conway shall appropriate \$8,751 for expenses related to the Civil Service Commission promotional fire fighter and police officer testing, legal services and advertising from the General Fund – Fund Balance Appropriation Account (001.119.4900) to the Civil Service Account (01.119.5770).

Section 2. This ordinance is necessary for the protection of the public peace, health and safety; an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

PASSED this 13th day of May, 2014.

Approved:

Mayor Tab Townsell

Attest:

Michael O. Garrett
 City Clerk/Treasurer



City of Conway, Arkansas
Ordinance No. O-14-_____

AN ORDINANCE WAIVING COMPETITIVE BID REQUIREMENTS TO UTILIZE A SOLE SOURCE VENDOR TO PURCHASE TWO BOMB SUITS FOR THE CONWAY FIRE DEPARTMENT; AND FOR OTHER PURPOSES:

Whereas, Conway Fire Department was previously awarded Department of Homeland Security Federal Emergency Management Agency funding in the amount of \$140,637 by the Arkansas Department of Emergency Management (ADEM) and the Department of Homeland Security Grant Program (HSGP) submitted under the FY13 Homeland Security Grant Program (HGSP); and

Whereas, City Council on November 12th, 2013 accepted & appropriated grant proceeds in the amount \$140,637 for the purchase of specific item that is 100% reimbursable and must be expended with invoices and proof of payment by no later than October 31st, 2014; and

Whereas, there is a remaining balance of \$36,175 remaining from this grant for which the Conway Fire Department desires to purchase two bomb suits, not previously approved by Council; and

Whereas, the City of Conway Fire Department's Bomb Squad desires to utilize a Med-Eng as the sole source available as they are most knowledgeable of these products.

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

Section 1. The City of Conway hereby approves waiving the competitive bid requirement and utilizing Med-Eng as a sole source vendor to purchase the bomb suits in an amount not to exceed \$32,000.

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

PASSED this 13th day of May, 2013.

Approved:

Mayor Tab Townsell

Attest:


Michael O. Garrett
City Clerk/Treasurer



CITY OF CONWAY
INFORMATION TECHNOLOGY
4605 WESCON LANE
CONWAY, AR 72034-8100
PHONE - 501-513-3521
FAX - 501-513-3522

MEMORANDUM

TO: Mayor, City Council

FROM: Lloyd Hartzell, CTC 

DATE: April 4, 2014

SUBJECT: Installation, upgrades, maintenance and support for access control systems

RFQ (Request for Qualifications) were submitted at 10.00 am, Friday April 4, 2014, at City of Conway City Hall for Installation, upgrades, maintenance, and support for access control systems and CCTV

AlarmTech, Sherwood, AR
AAS/UFS, Cabot, AR

It is my recommendation that the City of Conway use AlarmTech as the vendor of choice to provide installation, upgrades, maintenance, and support services for access control systems and CCTV for the City of Conway. My recommendation is based on the submitted RFQ's and our experiences over the past several years with AlarmTech.

AlarmTech has been the vendor of choice for all of the City's installation, upgrades, maintenance, and support services for all access control systems and CCTV since 2009, with access control systems in place at the Police, CEOC, and District Court buildings. There are also 80-100 CCTV security cameras being used by various departments in the city.

Please, if you have questions or need additional information call me.



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COPY OF CERTIFICATE OF INSURANCE



April 2, 2014

Office of the Mayor
Felicia Rogers, Conway City Hall
1201 Oak Street
Conway, AR 72034

Dear Ms. Rogers:

Netcom, Inc. is pleased to respond to the City of Conway's Information Technology Departments Request for Qualifications.

Netcom, Inc. will be able to provide all telephone installation, upgrades, and maintenance services to the City. All information regarding our various services is included in the Request for Qualifications (RFQ) response.

If you have any questions regarding our response to the RFQ, please contact Lonnie Hawkins at (501) 690-6113 or at lonnie@arnetcom.net.

Sincerely,

A handwritten signature in black ink, appearing to read "LH", followed by a horizontal line extending to the right.

Lonnie Hawkins
President

**City of Conway
Information Technology Department**

REQUEST FOR QUALIFICATIONS



**Telephone installation, upgrades, and
maintenance services to the City**

SECTION 1: PURPOSE

- 1.1 The City of Conway, Arkansas (hereafter referred to as “the City”) is seeking an Authorized NEC dealer to provide telephone installation, upgrades, and maintenance services to the City. This document is a request for qualifications (RFQ) in accordance with the specifications of this RFQ.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Two (2) printed copies of the proposal must be received no later than **Friday, April 4th, 2014 at 10:00 a.m.**, delivered to address below. Late proposals will not be considered.

Office of the Mayor
Attn: Felicia Rogers, Conway City Hall
1201 Oak Street
Conway, AR 72034

- 2.2 Each proposal will be the document upon which the City will make its initial decision regarding the vendor’s qualifications, understanding of the City’s scope and objectives, and ability to complete services anticipated by the City.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any business or individual for any costs incurred in preparing or submitting qualifications, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.4 Submission of qualifications indicates an acceptance of the conditions contained in the RFQ unless the submitted qualifications clearly and specifically states otherwise.
- 2.5 The City reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional proposals.

SECTION 3: QUALIFICATIONS OF VENDOR:

- 3.1 Vendor must be an NEC Authorized dealer and be able to contact NEC directly for support and problem solving. The Vendor is expected to work with 3rd party vendors that provide a service to the City, which requires a professional relationship. When problem solving, the vendor is expected to work with the 3rd party to resolve the problem.
- 3.2 In the case of a proposal from an individual, provide a statement of qualifications including education, certification, licensure, general experience with applicable laws, rules, regulations, guidelines, and procedures, and specific experience in providing telecommunication services to a municipality.
- 3.3 In the case of a proposal from a business, provide a brief history and description of the business submitting the proposal. Identify the business's professional staff member(s) who will be assigned to this engagement if the business's proposal is selected. Provide a statement of qualifications of each of the business’s professional staff members who will be assigned to this engagement including training, certification, licensure, general

SECTION 12: EVALUATION CRITERIA:

12.1 Evaluation Criteria

- Understanding the needs of the city. Up to 20 points
- Experience with Current NEC systems, IP Networks as it relates to Telecommunications. Up to 30 Points
- Skill Level of Team. Up to 20 Points
- Ability to respond to calls for service 24/7. Up to 30 Points

(Signature) (Date)

(Name and Title)

(Name of Business)

experience, and specific experience in providing telecommunication services to a municipality. Provide a signed cover letter from a person within the business who is authorized to make representations on behalf of the business and to bind the business.

- 3.4 Each vendor must provide the names, titles, addresses, and phone numbers of at least three (3) references related to the provision of telecommunication services to a municipality or other similar business customers.
- 3.5 Each vendor may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.6 The City of Conway may make such inquiries it deems necessary to determine the ability of each vendor to perform the services contemplated by this RFQ. Vendors shall promptly furnish all information and data for this purpose as may be subsequently requested by the City.
- 3.7 Vendor must have a client base of more than 100 customers and have been in business for more than 5 years.
- 3.8 Vendor must have the ability to communicate a response via email, or phone, in a professional manner.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected vendor will perform at a minimum the following services as requested:
 - a) Maintain City-wide telephone systems at various locations owned by the city;
 - b) Maintain telephone and analog telephones;
 - c) Response time:
 - 1) Critical Issue: If public safety is at risk, or the city is not able to provide services to its citizens, the vendor must acknowledge via phone within 15 minutes of receiving the notification to determine what actions need to be taken to resolve the issue. It is required that a technician be onsite within one hour or less.
 - 2) Non-Critical issue: upon receiving notification, the vendor must acknowledge via phone or email within 30 minutes to determine what actions need to be taken to resolve the issue.
 - 3) Must be able to respond to critical issues and urgent issues 24/7.
 - 4) Quotes will be honored for 30 days from the time of receipt unless agreed upon between the customer and vendor.
 - 5) Vendor must provide technician training for the customer at no cost. Advanced training will be billed at an agreed rate.

SECTION 5: COST PROPOSAL:

- 5.1 The cost proposal must state an "hourly" cost for services that includes service calls, onsite, and remote support for the services.
- 5.2 The cost proposal must provide a guarantee that no additional fees beyond those proposed will be charged to the City without the City's prior written consent.

- 5.3 The vendor may provide the cost of an annual maintenance plan at the beginning of the term of service.

SECTION 6: PROPOSAL EVALUATION:

- 6.1 Proposals shall remain valid until a vendor is selected by the City.
- 6.2 Proposals shall be examined and evaluated by the City to determine whether each proposal meets the requirements. A recommendation will be made to the Mayor and City Council based on the following criteria:
- (a) The vendor's demonstrated capabilities and professional qualifications.
 - (b) The completeness of the proposal.
 - (c) The total proposed cost.
- 6.3 The selection of a proposal will not be based solely on a monetary evaluation. There will also be an evaluation of each vendor's understanding of the work required with considerable weight being given to experience in the areas required and the track record of each vendor.

SECTION 7: ALTERNATIVES:

- 7.1 Each vendor may include in its proposal items not specified which the vendor considers pertinent. All such alternatives shall be listed separately from the proposal and the cost thereof shall be separate and itemized.

SECTION 8: INDEMNIFICATION:

- 8.1 The selected vendor will be required to defend, indemnify, and save harmless the City, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected vendor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 All inquiries with respect to this RFQ shall be directed to:

Lloyd D. Hartzell, Chief Technology Officer
Westin Technology Building
4605 Wescon Lane, Conway, AR 72034
Lloyd.Hartzell@cityofconway.org

- 9.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 9.1. Replies will be issued in writing and mailed, emailed or delivered to all vendors who have indicated an interest in submitting an RFQ. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written response will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 10.2 If within twenty-four (24) hours after the deadline for the submission of proposals set forth in Section 2.1 above any vendor files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that vendor may withdraw its proposal. Thereafter, that vendor will be disqualified from further proposal on the work.

SECTION 11: INSURANCE REQUIREMENTS:

- 11.1 The selected vendor will be required to procure and maintain at its own expense the following insurance coverage:
 - a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees of the selected vendor in the event of job-related injuries.
 - b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
 - c) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Mayor's Office.
 - d) The insurance policies shall be automatically renewed upon expiration and continued in force unless the Mayor's Office is given sixty (60) days written notice to the contrary.
- 11.3 No work shall be commenced until the selected vendor has delivered to the proof of issuance of all policies of insurance required to be procured by the selected vendor. If at any time any of said policies shall be or become unsatisfactory to the City, the selected vendor shall promptly obtain a new policy and submit proof of insurance of the same to the City. Upon failure of the selected vendor to furnish, deliver, and maintain such insurance as above provided, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected vendor to procure and maintain any required insurance shall not relieve the selected vendor from any liability, nor shall the insurance requirements be constructed to conflict with the obligations of the selected vendor concerning indemnification.



Response to the City of Conway's Information Technology Department's Telephone Vendor Request for Qualifications

SECTION 1: PURPOSE:

1.1 Acknowledged and agreed.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Acknowledged and agreed.

2.2 Acknowledged and agreed.

2.3 Acknowledged and agreed.

2.4 Acknowledged and agreed.

2.5 Acknowledged and agreed.

SECTION 3: QUALIFICATIONS OF VENDOR:

3.1 Netcom, Inc. (hereafter referred to as "Netcom") is an authorized NEC reseller.

3.2 Netcom is an S Corporation therefore not applicable.

3.3 Netcom is an S Corporation, incorporated in Benton, Arkansas. Our company provides and maintains business telephone systems and peripherals for small and medium-sized companies. Our services include business telephone system repair/replacement, structured cabling for both voice and data networks, fiber optics, local, long-distance and internet consulting, and voice and data network relocation. We have proudly served central Arkansas since 2007. Corporate Mission Statement: Netcom, Inc. is a communications product and service company driven to offer high quality, fair priced technologically advanced solutions. We view

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ourselves as partners with our customers, employees, suppliers, and our community. We take pride in helping customers create innovative solutions and



make informed choices to improve their business. Our goal is moderate growth, annual profitability, being the best at what we do, all while maintaining our integrity and beliefs.

Netcom professional staff members that will be assigned to this engagement if selected will include:

Stacy McNulty – Sales

Qualifications – Netcom sales training and NEC sales training.

Experience -

Mike Hooper – Technical

Qualifications – Netcom technical training, NEC technical training, NEC, ESI, Toshiba, Vodavi technical certifications.

Experience – Technical/Operations/High Speed Data/Fiber/Local & Long Distance - Fifteen (15) years combined experience. Telephone systems and structured cabling installer. Competitive Local Exchange Carrier (CLEC) technician for five (5) years.

Lonnie Hawkins – Technical, Operations, Sales

Qualifications – NEC, Samsung, Vodavi, Mitel technical and sales training and certification. Installed and maintained Maumelle Police/Fire Department phone system since 2009.

Experience – Technical/Operations/Sales/Local & Long Distance/High Speed Data/Fiber – Twenty-six (26) years combined experience. Competitive Local Exchange Carrier (CLEC) sales.

Leslie Hawkins – Service, Training, Sales

Qualifications – NEC, Samsung, ESI, Toshiba sales training and certification.

Experience – Sales/Local & Long Distance/High Speed Data - Ten (10) years combined sales for interconnect and Competitive Local Exchange Carrier (CLEC).

Netcom has provided a signed cover letter (located behind Tab 1 in this proposal) from the person authorized to bind the business.

3.4 See References listed below:

Maumelle Police Department
Mike Wilson
Lieutenant
2002 Murphy Drive
Maumelle, AR 72113
501-658-4444



Maumelle Fire Department
Mike Wilson
Lieutenant
2000 Murphy Drive
Maumelle, AR 72113
501-658-4444

Maumelle Water Department Plant
Tina Richardson
Business Manager
90 Lake Point Place
Maumelle, AR 72213
501-851-3070

Arkansas School Boards Association
Shannon Moore
Director of Risk Management & Workers Compensation
523 South Ringo Street
Little Rock, AR 72201

3.5 Netcom employs professional sales and service staff. Aside from ensuring our team is flexible, prompt, provide expert advice and customer friendly, we have taken the following strides to ensure competitive advantage:

- System design and implementation processes are granular and geared to fully involve the client. This means the hardware, feature sets, programming and training are customized and tailored specifically to each client.
- Presentations and demonstrations are performed live. Proposals are delivered and overviewed in person with the client (should they allow). Many of our competitors simply present from a brochure, and/or email or fax proposals/quotes.
- Emphasis is placed on training end users and administrators. As a matter of fact, it is so important to us that we provide free training for clients that purchase our systems from day one and for as long as they own the system.
- If client wishes and manufacturer allows, we provide a technical/administrative interface to our systems, allowing the client to make any necessary programming changes they are comfortable with. Currently this interface software is provided by the manufacturer at no cost.

3.6 Acknowledge and agreed.



3.7 Netcom's total number of existing accounts to date is over 500 clients. Netcom has been in business since 2007 and incorporated in 2008.

3.8 Netcom can be contacted via email or by phone. We pride ourselves on customer service and our staff is trained to be professional at all times.

SECTION 4: SCOPE OF SERVICES:

4.1 Netcom will agree to perform at a minimum the following services as requested:

- a) Maintain City-wide telephone systems at various locations owned by the city;
- b) Maintain telephone and analog telephones;
- c) Response time:
 - 1) Critical Issue: If public safety is at risk, or the city is not able to provide services to its citizens, the vendor must acknowledge via phone within 15 minutes of receiving the notification to determine what actions need to be taken to resolve the issue. It is required that a technician be onsite within one hour or less.
 - 2) Non-Critical issue: upon receiving notification, the vendor must acknowledge via phone or email within 30 minutes to determine what actions need to be taken to resolve the issue.
 - 3) Must be able to respond to critical issues and urgent issues 24/7.
 - 4) Quotes will be honored for 30 days from the time of receipt unless agreed upon between the customer and vendor.
 - 5) Vendor must provide technician training for the customer at no cost. Advanced training will be billed at an agreed rate.

SECTION 5: COST PROPOSAL:

5.1 Netcom's onsite service rate is \$85.00 per hour (minimum 1 hour) for service during normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday), and \$127.50 per hour (minimum 1 hour) for service outside of our normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday). Our remote service rate is \$21.25 per quarter hour (minimum 1 quarter hour) for service during normal business hours, and \$31.88 per quarter hour (minimum 1 quarter hour) for service outside of our normal business hours. **Note regarding hourly rate:** after the first hour, time is invoiced in fifteen (15) minute increments. Please note that applicable sales tax (State, County, and City) will be applied to any invoice from Netcom, unless written proof of sales tax exemption is provided and verified.

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-
- 5.2 Netcom states and guarantees that no additional fees other than applicable sales tax, as stated in response 5.1, beyond those proposed will be charged to the City without the City's prior written consent.
 - 5.3 Acknowledged and agreed. At Netcom, maintenance plans are tailored to each individual client. An in depth meeting with the client is requested to "survey" each site, inventory equipment, review service history, disclose and discover any "existing" service/software/hardware issues.

SECTION 6: PROPOSAL EVALUATION:

- 6.1 Acknowledged and agreed.
- 6.2 Acknowledged and agreed.
- 6.3 Acknowledged and agreed.

SECTION 7: ALTERNATIVES:

- 7.1 Acknowledged and agreed.

SECTION 8: INDEMNIFICATION:

- 8.1 Acknowledged and agreed.

SECTION 9: SPECIFICATION CLARIFICATION:

- 9.1 Acknowledged and agreed.
- 9.2 Acknowledged and agreed.

SECTION 10: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 10.1 Acknowledged and agreed.
- 10.2 Acknowledged and agreed.

SECTION 11: INSURANCE REQUIREMENTS:

- 11.1 Acknowledged and agreed. b) Currently Netcom maintains Commercial General

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Liability Insurance with the following limits: Each Occurrence \$1,000,000; Personal



& Adv Injury \$1,000,000; General Aggregate \$2,000,000; Products – Comp/OP AGG \$2,000,000. Certificate of Liability is included in this proposal behind Tab 5.

11.2 Omitted from original RFQ document therefor no response.

11.3 Acknowledged and agreed.

SECTION 12: EVALUATION CRITERIA:

12.1 Acknowledged and agreed.



4/2/14

(Signature)(Date)

Lonnie Hawkins/President

(Name and Title)

Netcom, Inc.

(Name of Business)

From: Lloyd Hartzell [<mailto:lloyd.hartzell@cityofconway-ar.gov>]
Sent: Tuesday, April 01, 2014 9:35 AM
To: 'Stuart McGilvray'
Cc: Dustin Johnson
Subject: RE: Request for Qualifications

Please find below our response to your questions. Questions and answers have been provided to all vendors that have indicated an interest in this RFQ

1. Question: *In Section 6.2, the criteria for recommendation mentions the "the total proposed cost." There is no specific request for a particular project.*

Answer: "The total proposed cost" the question should have been "proposed service cost" we will look at the cost of services based on the information you provided. i.e. service calls, onsite and remote support hourly rate, cost per mile.

2. Question: *Under Section 5 there is a cost proposal for hourly costs, but it does not specify the scope of the work that would need to be done to convert the NEC UX5000 to the NEC Sv8100.*

Answer: We are looking for cost services i.e. service calls, onsite and remote support hourly rate, cost per mile. Has nothing to do with a specific project.

Summary: We are asking you to provide the cost of services. We will look at the overall cost of services as part of our evaluation. Remember as stated in 6.3 the selection of a proposal will not be based solely on monetary evaluation.

Cc: File

Lloyd D. Hartzell
Director of Information Technology / CTO
4605 Wescon Lane
Conway, Arkansas 72034
Office: 501.513.3521
Fax: 501.513.3522
Lloyd.Hartzell@CityofConway-AR.gov

"Freedom is never more than one generation away from extinction. We didn't pass it to our children in the bloodstream. It must be fought for, protected, and handed on for them to do the same"

Ronald Reagan

From: Stuart McGilvray [<mailto:smcgilvray@hci-ar.com>]
Sent: Monday, March 31, 2014 4:38 PM
To: Lloyd Hartzell
Cc: Dustin Johnson
Subject: RE: Request for Qualifications

Mr. Hartzell,

I am finalizing HCI's response to the "Request for Qualifications" and I wanted to clarify one item. In Section 6.2, the criteria for recommendation mentions the "the total proposed cost." There is no specific request for a particular project. Under Section 5 there is a cost proposal for hourly costs, but it does not specify the scope of the work that would need to be done to convert the NEC UX5000 to the NEC Sv8100. What will make up the "Total Proposed Cost" in the Proposal Evaluation?

Stuart

Stuart G. McGilvray
President, HCI
smcgilvray@hci-ar.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ron Jones Insurance Agency 606 W Commerce #2 Bryant AR 72022	CONTACT NAME: Ron Jones
	PHONE (A/C, No., Ext): 501-847-8155 FAX (A/C, No):
	E-MAIL ADDRESS: rjones6@farmersagent.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Truck Insurance Exchange
INSURED NETCOM INC 3503 PEACHTREE LN BENTON AR 72015	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :
	INSURER G :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		605496232	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		605496232	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	A02176196	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Installer of Communication Equipment

CERTIFICATE HOLDER

CANCELLATION

City of Conway

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

AUTHORIZED REPRESENTATIVE

Ron Jones