

Mayor Tab Townsell  
City Attorney Michael Murphy  
City Clerk/Treasurer Michael O. Garrett



City Council Members  
Ward 1 Position 1 – Andy Hawkins  
Ward 1 Position 2 – David Grimes  
Ward 2 Position 1 – Mark Vaught  
Ward 2 Position 2 – Shelley Mehl  
Ward 3 Position 1 – Jim Rhodes  
Ward 3 Position 2 – Mary Smith  
Ward 4 Position 1 – Theodore Jones Jr.  
Ward 4 Position 2 – Shelia Whitmore

City of Conway - City Council Meeting

[www.cityofconway.org](http://www.cityofconway.org)

Tuesday, August 14<sup>th</sup>, 2012 @ 6:30pm

Judge Russell L. "Jack" Roberts District Court Building – 810 Parkway St., Conway, AR 72032

5:30pm - Committee Meeting:

**No Committee Meeting**

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Call to Order: Mayor Tab Townsell  
Roll Call: Michael O. Garrett, City Clerk/Treasurer  
Minutes: July 24<sup>th</sup>, 2012 City Council Meeting  
Announcements/Proclamations/Recognitions:

1. Report of Standing Committees:

A. Economic Development Committee (Airport, Conway Corporation, Conway Development, Historic District, Chamber of Commerce)

1. Consideration to enter into a contract with Garver Engineering for the 2012 Relocated Airport Engineering Services.
2. Consideration of Change Order No. 1 to contract with Paladino Construction for Stage 1B – Grading and Drainage at the Relocated Conway Airport.
3. Resolution establishing an Airport Advisory Committee for the new Relocated Conway Airport.

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

1. Ordinance accepting grant proceeds & appropriating funds for the Conway EcoFest 2012.
2. Ordinance amending the Conway Zoning Ordinance (O-09-54) to clarify requirements for projects allowed by conditional use permit.

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

1. Consideration of a proposal from Sowell Architects, Inc for the architectural services for concession and restroom facility at Curtis Walker Park.
2. Ordinance appropriating funds for the architectural services with Sowell Architects for the concession and restroom facility at Curtis Walker Park.
3. Consideration to approved Phase I of the preliminary budget projections from Jacobs for the construction of a concession/restroom facility at Curtis Walker Park.

4. Ordinance appropriating funds for the construction of a concession/restroom facility at Curtis Walker Park.

**D. Public Safety Committee (Police, Fire, CEOC, Information Technology, City Attorney, & Animal Welfare)**

1. Consideration to accept the low bid from Salter Construction for the renovations of storage space to office space at the Conway Police Department.

**Old Business**

**New Business**

**Adjournment**

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.

DATE: August 8, 2012

REFERENCE: Garver Engineering Contract  
Lollie Bottoms Airport  
Stage 2A – Paving

The 2012 FAA Grant for Relocated Conway Airport in the amount of \$5,796,250 (90% of \$6,440,278 project cost) included funding for the initial Paving Contract along with engineering required for the construction project as well as the engineering required to develop the construction plans and specification for the anticipated 2013 and 2014 FAA Grants. Garver has submitted a contract to continue their engineering effort for the elements of this grant requiring professional engineering services.

As shown in the contact, the charges for the Project Support Services and Construction Observation Services work are a cost plus a fixed fee type contract. In this type contract the engineering charges are based on the time Garver personnel work on this project plus a fixed fee. The design fee for the next phases of construction is a lump sum amount for the work required to assemble the plans and specification for the next construction phase. The elements of the contract are as follows:

Project Support Services:	FAA reporting, prepare grant applications and Request for reimbursements & provide DBE reporting (Cost + Fee)	\$41,000
Bidding Services	Manage the Bidding and Plan distribution process along with tabulation of bids and completion of contract documents. (Lump Sum)	\$8,000
Construction Administration	Provide construction management plan for FAA, manage and coordinate meeting with contractor, prepare monthly estimates for pay and manage construction material testing	\$35,000
Construction Observation Services:	Provide full time resident construction observation to confirm the contractor's work conforms to plans & specs, document project quantities of work. (Cost + Fee)	\$260,000
Design Engineering (Paving)	Prepare final plans & specifications for Stage 2B Paving phase (Lump Sum)	\$55,000
Design Engineering (Lighting)	Prepare final plans & specifications for Airfield Lighting (Lump Sum)	\$44,000

Design Engineering (Site Utilities)	Prepare final plans & specifications for on site utilities (Lump Sum)	\$50,000
Design Engineering (Site Roads)	Prepare final plans & specifications for on site roads and on site portion of entrance road (Lump Sum)	\$58,000
Design Engineering (Taxiway Ph 3)	Prepare final plans & specifications for Stage 3 (2014) Taxiway (Lump Sum)	<u>\$63,000</u>
TOTAL		\$614,000

This contract amount will be reimbursed 90% from the 2011 FAA Grant and 10% from a State Grant (State up to \$300,000 max state match).

As required by FAA, an independent fee analysis was prepared by Kutchins & Groh Consultants. Kutchins & Groh arrived at an estimated total fee of \$595,290 for the work included in the Garver Scope of Work.

I am requesting approval of this contract subject to concurrence in the approval by the FAA.



AGREEMENT FOR PROFESSIONAL SERVICES  
CITY OF CONWAY  
CONWAY, ARKANSAS  
Project No. 12011500

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

The Owner intends to make the following improvements:

**FY2012 Engineering Services**

- *2012 Project Support Services*
- *Stage 2A Paving – Bidding Services*
- *Stage 2A Paving – Construction Administration Services*
- *Stage 2A Paving – Construction Observation Services*
- *Stage 2B Paving – Final Design*
- *Stage 2 Airfield Lighting Design*
- *Onsite Utilities Design*
- *Entrance Road Design*
- *Stage 3 Parallel Taxiway Design*

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

The Owner and Garver in consideration of the mutual covenants in this contract agree in respect of the performance of professional engineering and surveying 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.

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 and the Federal Aviation Administration, in accordance with regulations and procedures established for Federal Aid Projects. Garver's services will be coordinated with the Owner, the FAA, and others required in the accomplishment of the work, and 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. All of the engineering and surveying services included in this agreement will be supplied by Garver's personnel or personnel under subcontract to Garver. Subconsultant agreements are subject to approval by the Owner.

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 the Engineer as outlined in the below table. The Owner intends to pay the Engineer from FAA AIP Grant No. 3-05-0089-005-2012 and represents that funds will be available to pay the Engineer from FAA AIP Grant No. 3-05-0089-005-2012, or funds will be borrowed from another source as necessary to pay the Engineer.

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
2012 Project Support Services	\$41,000	Cost + Fixed Fee
Stage 2A Paving – Bidding Services	\$8,000	Lump Sum
Stage 2A Paving – Construction Administration Services	\$35,000	Lump Sum
Stage 2A Paving – Construction Observation Services	\$260,000	Cost + Fixed Fee
Stage 2B Paving – Final Design	\$55,000	Lump Sum
Stage 2 Airfield Lighting Final Design	\$44,000	Lump Sum
Onsite Utilities Design	\$50,000	Lump Sum
Entrance Road Design	\$58,000	Lump Sum
Stage 3 Parallel Taxiway Design	\$63,000	Lump Sum
<b>TOTAL FEE</b>	<b>\$614,000</b>	

The lump sum amount to be paid under this agreement for **Stage 2A Paving - Bidding Services, Stage 2A Paving - Construction Administration Services, Stage 2B Paving - Final Design Services, Stage 2 Airfield Lighting Final Design, Onsite Utilities Final Design, Entrance Road Final Design, and Stage 3 Parallel Taxiway Design**, is \$313,000. 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, 2013.

For the Cost Plus Fixed fee services, tabulated above, the Owner will pay Garver, for time spent on the project, at the unburdened hourly payroll rate of each of Garver's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 195% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus a fixed fee of \$36,144.66. The Estimated cost of **2012 Project Support Services** and **Stage 2A Paving – Construction**



**Observation Services**, including the fixed fee is \$301,000. The actual total fee may exceed this estimate. For informational purposes, a breakdown of Garver's estimated costs is included in Appendix B with approximate current hourly rates for each employee classification.

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

1. Direct cost for travel, 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.

As directed by the Owner, some billable work may have been performed by Garver prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

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, 2013.

#### 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.

## 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 Garver, 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 provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. However, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, 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

The FAA, Owner, Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, papers and records of 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. (OR - 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.



Garver shall not be liable to Owner for any special, indirect, or consequential damages, such as, but not limited to, loss of revenue or loss of anticipated profits.

#### 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; except as above, 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 (*fee spreadsheets*)

8.1.3 Appendix C, "Certification of Garver".

8.1.4 Appendix D, "Mandatory Federal Contract Provisions For Professional Services Contracts".

8.1.5 FY2012 Engineering Services Exhibit

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: \_\_\_\_\_  
*Print Name*

Name: \_\_\_\_\_  
*Print Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A – SCOPE OF SERVICES  
NEW CONWAY MUNICIPAL AIRPORT  
CONWAY, ARKANSAS  
Project No. 12011500**

**2.1 General**

Generally, the scope of services includes design, bidding, and construction phase services for improvements to The New Conway Municipal Airport. Improvements will consist primarily of bidding and construction support for the Stage 2A - Paving, and final design for the Stage 2B - Paving, Airfield Lighting, Onsite Utilities, Entrance Road, and Parallel Taxiway projects.

**2.2 Surveys**

2.2.1 Design Surveys

Garver will use existing survey data. No field surveys are included in this contract.

**2.3 2012 Project Support Services**

The Engineer will serve as the Owner's representative throughout the project and furnish consultation and advice to the Owner during the performance of this service. The Engineer will attend preliminary conferences alone or with Owner representatives, local officials, state and federal agencies, utility companies and others regarding the proposed project, its general design, functions, and impact. The Engineer will prepare FY2012 DBE goals and FY2011 accomplishment reporting. The Engineer will continue coordination and preliminary work associated with the various items necessary or anticipated related to the ultimate development of the airport. These items will include but are not necessarily limited to: relocation of the Conway Corporation Overhead Electric Lines and Coordination with Conway Corporation to provide water service to the Airport. Services under this phase will continue through May 31, 2013.

Coordination will be conducted as needed and may include meeting attendance, exhibit preparation, and review of funding source options. The Engineer will also assist in the preliminary coordination of various utility services to the site including meeting attendance, exhibit preparation, and cost estimates. Services will be provided through the completion of the items of work in this Engineering Services Description.

The Engineer will provide support in preparing and executing funding plans for the project, and will prepare state and federal applications for funding. Support will include preparation of preliminary cost estimates, funding source options, spreadsheet development, preparation and revisions, exhibit development, preparation and presentation, and in-person support at funding agency meetings. Services will be provided through the completion of the items of work in this Engineering Services Description.

**2.4 Final Design**

The Engineer will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guidance furnished to the Engineer by the Owner and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall be in accordance with sound engineering principles and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC

150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by the Engineer from the FAA and the Arkansas Department of Labor for incorporation into the specifications for the proposed project.

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

See the Attached Exhibit for Final Design Service Areas.

#### 2.4.1 Stage 2B – Paving

The Stage 2B Paving design services will consist of the remaining airfield pavement required to open the airport. Pavement area included are the t-hangar apron area, Corporate Apron Area, a portion of Taxiway A between Taxiway D and the corporate apron, and the taxiway serving the t-hangar area.

#### 2.4.2 Stage 2 Airfield Lighting

Airfield Lighting improvements will consist primarily of the installation of a can and conduit medium intensity runway lighting (MIRL) system, can and conduit medium intensity taxiway lighting (MITL), vault building, primary and supplemental windcones, Precision Approach Path Indicators (PAPIs), Runway End Identifier Lights (REILs), and a new airport beacon.

#### 2.4.3 Onsite Utilities

Onsite utilities included in this contract consist of water and wastewater services on airport property. The water will be provided by tapping a Conway Corporation main at the Airport property line. No onsite fire protection storage design is included in this contract. Fire protection in this contract consists of fire hydrants located on the airport. Wastewater design services on the airport will consist of a pump and force main to pump wastewater to an owner designated field line site.

#### 2.4.4 Entrance Road

Entrance Road design services include the on-airport property entrance road beginning at the Airport property line. The airport entrance road will tie into the access road constructed by the City of Conway.

#### 2.4.5 Stage 3 Parallel Taxiway

The Parallel Taxiway design services will include the remaining taxiway pavement and taxiway lighting. This will be constructed at the completion of the Stage 2B Paving and Airfield Lighting Projects. Pavement included in this phase consist of Taxiway A pavement between the Runway 23 and Taxiway D, Taxiway A pavement between the t-hangar access taxiway and Runway 5, and an additional access to the t-hangar apron.

### **2.5 Bidding Services**

The Engineer will assist the Owner in advertising for and obtaining bids or negotiating proposals for each separate prime contract for construction, materials, equipment and services; and, where applicable, and maintain a record of prospective bidders to whom Bidding Documents have been issued. The Owner will pay advertising costs outside of this contract. The Engineer will issue

addenda as appropriate to interpret, clarify or expand the Bidding Documents. The Engineer will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. The Engineer will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. The Engineer will attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. The Engineer will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

## **2.6 Construction Administration Services**

During the construction phase of work, the Engineer will accomplish the following:

1. Support the owner's improvement plan by accomplishing preliminary planning, and/or engineering work as directed by the owner. The work shall include the preparation of opinions of costs, preliminary plans, applications for local, state, and federal funds, and services required to support the owner's applications for funds.
2. Prior to issuing the Notice to Proceed letter, the Engineer will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.
3. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting.
4. Prepare for and attend utilities coordination meeting.
5. Attend progress/coordination meetings with the Owner/Contractor.
6. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by the Engineer on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. The Engineer's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, the Engineer shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
7. Consult with and advise the Owner during the construction period. The Engineer will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Engineer shall supply to Owner such periodic reports and information as may be required by the FAA.
8. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.
9. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to the Owner regarding payment. The Engineer's recommendation for payment shall not be a representation that the Engineer has made exhaustive or continuous inspections to (1) check the quality or exact

quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

10. Maintain a set of working drawings and prepare and furnish record drawings.
11. When authorized by the Owner, prepare change orders or supplemental agreements, as appropriate, for ordering changes in the work from that originally shown on the Plans and Specifications. If re-design or substantial engineering is required in the preparation of these documents, payment for extra services involved will be made in addition to the payment provided in basic engineering services.
12. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

## **2.7 Construction Observation Services**

Construction observation services will be provided by the Engineer's Resident Project Representative, who will provide or accomplish the following:

- Provide full-time resident construction observation services for the 250-calendar-day construction contract performance time for the Stage 2A – Paving project. The proposed fee is based on approximately 10 hours per day, 6 days per week, during the construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay the Engineer an additional fee agreed to by the Owner and the Engineer.
- Consult with and advise the Owner during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with the Owner. Coordinate with this firm to insure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit.
- Prepare requests for monthly and final payments to the Contractor.
- Provide information for preparation of record drawings of the completed project.
- Submit FAA Form 5370-1, Construction Progress and Inspection Report, or equivalent form to the appropriate FAA field office. The frequency of submittal shall be established at the preconstruction conference.
- Administer the construction management plan prepared by the engineer.
- Prepare a Construction Materials Quality Control Summary to be submitted weekly/monthly to the FAA. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether or not the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."
- Assist the Owner in the observation of Contractor's operations for proper classification of workers, and review of Contractor's payrolls as necessary to determine compliance with the prevailing wage rates.

In performing construction observation services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but the Engineer does not guarantee the performance of the Contractor(s), nor is the Engineer responsible for the actual supervision of construction operations. The Engineer does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any



time during construction the Engineer observes that the Contractor's work does not comply with the construction contract documents, the Engineer will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. The Engineer will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, the Engineer will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

As a minimum, the Engineer or his qualified representative will visit the site of the work on the average of once during each fifteen (15) working days of the construction period. These visits should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when his presence is desirable. The Engineer or his qualified representative will be available at all times work is in progress for telephone contact by the construction observer. The Engineer shall direct, supervise, advise, and counsel the construction observer in the accomplishment of his duties.

## **2.8 Project Deliverables**

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

1. FAA Airport Improvement Program and Arkansas Department of Aeronautics Grant Applications.
2. One copy of the Final Design with opinion of probable construction cost.
3. Three copies of the Final Plans and Specifications to the Contractor.
4. One copy of the Construction Materials Quality Control Plan.
5. Monthly Invoices and required Requests for Reimbursements
6. One copy of approved shop drawings/submittals from the Contractor.
7. One hard copy set of Record Drawings.
8. Required Project Closeout Documents.
9. Electronic files as requested.

## **2.9 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. Design of any utilities relocation other than water and sewer.
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.

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

## **2.10 Schedule**

The Engineer shall begin work under this Agreement upon execution and shall complete the work in accordance on a mutually agreeable schedule.

## APPENDIX B

### CITY OF CONWAY FY2012 ENGINEERING SERVICES

#### FEE SUMMARY

<b>Engineering Services</b>	<b>Estimated Fees</b>
2012 PROJECT SUPPORT SERVICES	\$41,000.00
STAGE 2A PAVING - BIDDING SERVICES	\$8,000.00
STAGE 2A PAVING - CONSTRUCTION ADMINISTRATION SERVICES	\$35,000.00
STAGE 2A PAVING - CONSTRUCTION OBSERVATION SERVICES	\$260,000.00
STAGE 2B PAVING - FINAL DESIGN	\$55,000.00
STAGE 2 AIRFIELD LIGHTING DESIGN	\$44,000.00
ONSITE UTILITIES DESIGN	\$50,000.00
ENTRANCE ROAD DESIGN	\$58,000.00
STAGE 3 PARALLEL TAXIWAY DESIGN	\$63,000.00
<b>Total Engineering Services</b>	<b>\$614,000.00</b>

**MEMORANDUM**

TO: MAYOR TAB TOWNSELL

FROM: RONNIE HALL, P.E.  
CITY ENGINEER

DATE: August 8, 2012

REFERENCE: Stage 1B Airport Construction Change Order No. 1  
2011 FAA Grant

I have attached a proposed Change Order No. 1 for the 2011 Airport Grading and Drainage contract now underway by Paladino Construction, Inc. This change order modifies the earthwork for this project by deleting the 200' of runway embankment that was added to the 2010 A.G. Hunt Contract and adding addition grading in the detention area to increase the slope of the bottom and thus reduce the potential for water ponding. The revised detention area grading was developed after field review of the outfall ditch along with cleaning of the outfall ditch allowed a lower detention pond outlet elevation. In addition, a portion of the concrete paved channel in the detention area is being transferred (at same cost) from the 2010 A.G. Hunt contract to the 2011 Paladino contract to correspond with the change in detention pond final grading responsibility.

The contract as awarded to Paladino Construction was in the amount of \$3,440,215.70. The proposed change order adds \$246,930.00 to the contract to give a revised contract amount of \$3,687,145.70. The A.G. Hunt contract was reduced by \$184,837.20 by Change Order No. 2 to that contract (approved at the July 24 City Council Meeting). The project cost is reimbursable thru the 2010 and 2011 FAA Grant and 5% of the cost is reimbursable thru the Arkansas Department of Aeronautics Grant.

This change order is primarily a moving of cost form one contract to another. I recommend that we execute this change order.





**City of Conway, Arkansas  
Resolution No. R-12-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING AN AIRPORT ADVISORY COMMITTEE, TO INCLUDE RESPONSIBILITIES,  
TERMS OF SERVICE, AND FOR OTHER PURPOSES;**

**Whereas**, the City of Conway is building a new airport to replace Cantrell Field; and

**Whereas**, the new Conway Airport is expected to be completed and open for operations by August of 2014; and

**Whereas**, decisions regarding the management and operation of the new Conway airport must be made prior to its opening.

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

**Section 1:** The City of Conway does establish the Conway Airport Advisor Committee.

**Section 2.** The Conway Airport Advisory Committee will be considered a secondary blue ribbon committee due to the limited number of individuals experienced in airport operations.

**Section 3.** The Conway Airport Advisory Committee will consist of seven members, at least four of which will be licensed pilots. Members will be selected by the Mayor and confirmed by the City Council. Members will serve staggered four year terms, with initial member's drawings for terms as follows:

two (4) year terms,  
two (3) year terms  
two (2) year terms, and  
one (1) year term. Subsequent terms will be 4 years terms.

**Section 4.** The Conway Airport Advisory Committee will provide advice and guidance to the Mayor, Airport Operator (Fixed Base Operator or City Airport Manager) and City Council on airport management, operations, facilities, equipment, planning and other areas as needed for the efficient operations of the airport. The Committee will meet at least quarterly at the direction of the Mayor.

**PASSED** this 14<sup>th</sup> day of August, 2012.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-12-\_\_\_\_\_**

**AN ORDINANCE ACCEPTING GRANT PROCEEDS AND APPROPRIATING FUNDS FOR  
CONWAY ECOFEST 2012, AND FOR OTHER PURPOSES:**

**WHEREAS**, the Wal-Mart, Conway Store #2575 has made a donation of \$1,000 for the 2012 Conway EcoFest for which the City of Conway has been selected to serve as the pass through entity;

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

**SECTION 1.** The City of Conway shall accept donations from Wal-Mart, Conway Store #2575, in the amount of \$1,000 for the purpose of the Conway's EcoFest.

**SECTION 2.** The City of Conway shall appropriate \$1,000 from General Fund Revenue Donation Account (001.119.4705) for disbursements to the Conway EcoFest (001.119.5399).

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

**PASSED** this 14<sup>th</sup> day of August, 2012.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



**City of Conway, Arkansas  
Ordinance No. O-12-\_\_\_\_\_**

**AN ORDINANCE AMENDING ARTICLE 1101 OF THE CONWAY ZONING ORDINANCE (O-94-54) TO CLARIFY REQUIREMENTS FOR PROJECTS ALLOWED BY CONDITIONAL USE PERMIT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES;**

**WHEREAS**, the City of Conway desires to promote the safety and general welfare of the community; and

**WHEREAS**, all projects regulated by Conditional Use Permits demand the individual attention ensured and provided by the Conway Development Review process.

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

**SECTION 1.** That Ordinance O-94-54, the City of Conway Zoning Ordinance, as adopted on the 27<sup>th</sup> day of September 1994, is hereby amended by readopting Article 1101.2 as follows:

**SECTION 1101.2 – SCOPE**

Development Review shall apply only to that construction, modification, renovation, or expansion which requires a building permit prior to development.

Development Review shall apply to all development allowed through a conditional use permit in all zones. Development Review shall apply to all other development only in the zones listed below:

MF-1 Multi-Family District	C-1 Central Business District
MF-2 Multi-Family District	C-2 Neighborhood Commercial District
MF-3 Multi-Family District	C-3 Highway Service & Open Display District
RMH Mobile Home District	C-4 Large Shopping Center Commercial District
O-1 General Office District	I-1 Intermediate Industrial District
O-2 Quiet Office District	RU-1 Restricted Use District
O-3 Restricted Office District	I-3 Intensive Industrial District (Section 1101.7, O)
S-1 Institutional District	PUD Planned Unit Development

An applicant shall obtain Development Plan Approval from the Planning Director for the following types of development:

- A. All new principle buildings for all multi-family and non-residential uses.
- B. All new parking areas for all multi-family and non-residential uses.
- C. All expansions to gross floor area to any existing site structures by the lesser of twenty percent (20%) or 2,000 sq. ft.
- D. The expansion of any lot coverage area
- E. Any expansion or change to the use of a site, as determined by the Planning Department, Planning Commission, and/or City Council.
- F. Outdoor seating at eating and drinking establishments.

**NOTE ON EXPANSIONS:** Areas of new construction within a pre-existing development shall be required to meet all provisions of this Article. The pre-existing areas of the development will likely be exempt from meeting all provisions; however, they may be required to meet some amount of these standards based upon an assessment of the project by the Planning Director and the determination of a rough proportionality.

**Exemptions:**

1. No single family dwelling unit or associated accessory building allowed by right in its respective zone and with a density of one dwelling unit per lot or parcel, whether stick built or pre-manufactured, shall be subject to Development Review.
2. No duplex or associated accessory building allowed by right in its respective zone and with a density of one duplex per lot or parcel shall be subject to Development Review.

**SECTION 2:** That all ordinances and part of ordinances of a permanent and general nature in effect at the time of adoption of this ordinance and not included herein, are hereby repealed where they are in conflict with this ordinance.

**SECTION 3:** It being immediately necessary for the preservation of the public peace, health, and safety of the City of Conway, Arkansas, and the inhabitants thereof, an emergency is hereby declared to exist; by reason thereof this ordinance shall take effect and be in full force and effect from and after its passage and publication.

**PASSED** this 14<sup>th</sup> day of August, 2012.

**Approved:**

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**Mayor Tab Townsell**

**Attest:**

---

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





**CITY OF CONWAY**  
Planning and Development

1201 Oak Street  
Conway, AR 72032

T 501.450.6105  
F 501.450.6144

[www.conwayplanning.org](http://www.conwayplanning.org)

**MEMO**

August 1, 2012

To: Mayor and City Council

From: Bryan Patrick, Director of Planning and Development

It has come to the Planning Department's attention that there is confusion in the zoning ordinance's language concerning the applicability of development review. The Department's intent is that all projects allowed by conditional use permit require development review, regardless of zoning district.

Currently, the zoning ordinance specifies that all zoning districts are subject to development review with the exception of A-1, R-1, R-2, and R-2A. Further in this section of the ordinance, it is specified that conditional use permitted projects must submit to development review. Because of the order of the language, requirements can be misinterpreted to exempt conditional use permitted projects in R-1, R-2, R-2A, and A-1.

The attached amending ordinance corrects the order of the confusing language to clarify the intent that all development allowed by conditional use permit, regardless of zoning district, must submit for development review.



Steve Ibbotson  
Director

10 Lower Ridge Road  
Conway, Arkansas 72032  
(501) 328-4173  
[www.conwayparks.com](http://www.conwayparks.com)

August 6, 2012

Mayor Tab Townsell and Conway City Council  
1201 Oak Street  
Conway AR 72032

Re: Consideration to approve the proposal from Sowell Architects, Inc. for the architectural services for a concession and restroom facility at Curtis Walker Park

Mayor:

The Conway Parks Department would like to get approval from the city council for architectural services on a 1,500 square foot free-standing support facility in the amount of \$13,500 to be constructed at Curtis Walker Park. *(Please see attached cost proposal and scope of work outline for details).*

This facility is needed to replace the existing structure that is in disrepair and does not have adequate facilities needed for the football and baseball programs.

We are requesting that this project be funded by the Parks and Recreation A&P Account (252-000-4900).

If you have any questions on any of the items please feel free to contact me.

Sincerely,

Steve Ibbotson  
Parks Director

SDI: rfc



1315 North Street  
Suite 100  
Conway, AR 72034

501.450.9633  
info@sowellarchitects.com

## PROPOSAL FOR ARCHITECTURAL SERVICES

**PROJECT:** Concessions and Restroom Facility for  
Curtis Walker Park  
Conway, Arkansas

**OWNER:** City of Conway  
Parks and Recreation Department  
10 Lower Ridge Road  
Conway, AR 72032

**ARCHITECT:** Sowell Architects, Inc.  
1315 North Street, Suite 100  
Conway, AR 72034

### PROJECT:

The project consists of a 1,500 square foot free-standing support facility for the playing fields at Curtis Walker Park in Conway Arkansas. The facility contains a concessions area, men's and women's toilets, a family restroom and storage for the football and baseball programs.

### SCOPE OF SERVICES:

We propose to provide full architectural services as briefly described here:

- Programming – The programming phase consists of the gathering of information necessary to produce a design. This information is gathered through meetings between the owner and the architect.
- Schematic Design – The schematic design phase translates the programming information into a preliminary design. The phase concludes with an approved design and cost estimate. Presentation drawings including a site plan, floor plan and views of the building are provided. Three-dimensional computer modeling is also included in electronic and print format for the owner's use.
- Construction Documents – The architect produces the technical drawings and specifications that are required to obtain bids and construct the project. Architectural, structural, plumbing, heating/cooling and electrical plans are included.
- Bidding – The architect provides assistance in the selection of qualified contractors to bid on the project or, if preferred, a contracting firm with which to negotiate a contract. The architect distributes plans, answers questions, manages the bidding process and receives, opens and analyzes the bids. This phase concludes with the execution of a construction contract.
- Construction – The architect serves as the client's representative during construction. This includes periodic job site inspections to ensure the construction adheres to the plans and specifications, review and approval of contractor pay requests, assistance in the selection of colors, meetings with the contractor and client as

required and management of changes to the work. A final inspection is provided prior to occupancy.

**FEE:**

Compensation for services as described above shall be a fixed fee of thirteen thousand five hundred dollars (\$13,500).

**REIMBURSABLE EXPENSES:**

Reasonable and ordinary expenses associated with the project such as long distance phone calls, postage and automobile mileage are included in the fee and are not considered reimbursable expenses. All other expenses, including presentation costs, document printing, fees paid to governing authorities and document shipping will be considered reimbursable.

**FEE PAYMENT SCHEDULE:**

The fee will be invoiced as follows:

- Twenty five percent (25%) upon completion of the Schematic Design Phase.
- Fifty percent (50%) upon completion of the Construction Document Phase.
- Twenty five percent (25%) during construction.

If the project is terminated at any time prior to completion, payment shall be made for all services rendered up to the point of termination but there is no obligation to pay for services beyond that point that have not yet been rendered

**DRAWING AND MEDIA FORMAT:**

The drawings and specifications will be electronically produced and kept on file in the office of the architect. Printed sets of documents will be provided to the owner as well as electronic files if desired.

**OWNER'S RESPONSIBILITIES:**

The owner shall provide a survey and other site relevant information, provide realistic budget information, render decisions in a timely manner, provide full information regarding the requirements of the project including a program which sets forth the owner's objectives, pay for geotechnical engineering, pay for materials testing during construction, participate in the orderly and sequential progress of the architect's services, provide environmental and hazardous testing if necessary, authorize the architect to furnish the services of additional consultants if needed for the project, provide prompt notification to the architect if project is put on hold and pay for services up to that point.

ACCEPTANCE OF THIS PROPOSAL:

The above stated scope of work, fee, terms and conditions are satisfactory and hereby accepted.

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Representative  
City of Conway Parks and Recreation



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Rik Sowell, President  
Sowell Architects, Inc.

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Date

August 2, 2012

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Date



**City of Conway, Arkansas  
Ordinance No. O-12-\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS DEPARTMENT FOR  
ARCHITECTURAL SERVICES AT CURTIS WALKER PARK; AND FOR OTHER PURPOSES**

**WHEREAS**, The Conway Parks Department has entered into an agreement for architectural services with Rik Sowell Architects for a 1,500 square foot free-standing support facility for the playing fields at Curtis Walker Park at a cost of \$13,500.

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

**SECTION 1.** The City of Conway shall appropriate \$13,500 from Parks and Recreation A&P Fund Balance Appropriation (252.000.4900) to the Conway Parks Department Parks General CIP Account (252.140.5990).

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

**PASSED** this 14<sup>th</sup> day of August 2012.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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



**Parks and Recreation**

Steve Ibbotson  
Director

10 Lower Ridge Road  
Conway, Arkansas 72032  
(501) 328-4173  
[www.conwayparks.com](http://www.conwayparks.com)

August 6, 2012

Mayor Tab Townsell and Conway City Council  
1201 Oak Street  
Conway AR 72032

Re: Consideration to approve Phase I of the preliminary budget projections from Jacobs for the concession and restroom facility at Curtis Walker Park.

Mayor:

The Conway Parks Department would like to get approval from the city council for Phase I of the Curtis Walker Park project. Phase I will consist of the concession / restroom facility.

Jacobs has put together preliminary budget projections (*please see attached*) for this project which includes Phase I and also future phases for the improvement of this park.

We are requesting that this project be funded by the Parks and Recreation A&P Account (252-000-4900).

If you have any questions on any of the items please feel free to contact me.

Sincerely,

Steve Ibbotson  
Parks Director

SDI: rfc



**CURTIS WALKER PARK**  
City of Conway, Arkansas

**Preliminary Budget Projections**

Revised August 6, 2012

No.	Item Description	Quantity	Unit	Unit Price	Subtotal
<b>PHASE I</b>					
<b>1</b>	<b>CONCESSION / RESTROOM FACILITY</b>				
A.	Restroom/Concession Building	1	LS	\$76,500.00	\$76,500.00
B.	Site Utilities for Building (Water, Sanitary Sewer / Grinder Pump, Electrical)	1	LS	\$11,000.00	\$11,000.00
C.	Sidewalks around concessions and connection to east access drive	2,100	SF	\$3.00	\$6,300.00
D.	Picnic Tables	2	EA	\$500.00	\$1,000.00
E.	Trees	5	EA	\$200.00	\$1,000.00
<b>TOTAL</b>					<b>\$95,800.00</b>
<b>FUTURE PHASES</b>					
<b>1.</b>	<b>DEMOLITION</b>				
A.	Misc. Clearing (basketball poles and asphalt / parking removal, RR Con. bldg)	1	LS	\$35,000.00	\$35,000.00
<b>TOTAL</b>					<b>\$35,000.00</b>
<b>2.</b>	<b>MASS GRADING</b>				
A.	Moving On-Site Cut/Fill (Avg. 2.0' Depth)	4,220	CY	\$4.00	\$16,880.00
<b>TOTAL</b>					<b>\$16,880.00</b>
<b>3.</b>	<b>PARKING &amp; ENTRY</b>				
A.	Parking Overlay	37,000	SF	\$2.50	\$92,500.00
B.	Addition of Curb and Gutter to exist. pkg.	1,000	LF	\$5.00	\$5,000.00
C.	New Parking (pavement, curb & gutter)	100	Spaces	\$1,800.00	\$180,000.00
D.	Parking Lot Storm Drainage	1	LS	\$20,000.00	\$20,000.00
E.	Parking Lot Lighting	1	LS	\$30,000.00	\$30,000.00
F.	Specialty Paving	3,500	SF	\$10.00	\$35,000.00
G.	Entry Monument Sign	2	EA	\$15,000.00	\$30,000.00
H.	Entry & Parking Landscape Development (Planting, Irrigation, etc.)	1	LS	\$25,000.00	\$25,000.00
I.	Curb and gutter access road and access drive	2,000	LF	\$5.00	\$10,000.00
<b>TOTAL</b>					<b>\$427,500.00</b>



**4. BASEBALL FIELD**

A. Baseball Field Renovation (Bleacher Paving, Bleachers and Shade Structures)	1	LS	\$60,000.00	\$60,000.00
B. Plaza Paving at Field Entrance	1	EA	\$20,000.00	\$20,000.00
C. Pedestrian Walks Serving Ballfields	7,335	SF	\$3.00	\$22,005.00
D. Outfield Area Landscape Screen (Trees, Turf, Irrigation)	1	LS	\$10,000.00	\$10,000.00
E. Site Electrical Service	1	LS	\$30,000.00	\$30,000.00
F. Water Fountain	2	EA	\$1,500.00	\$3,000.00

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**TOTAL** **\$142,005.00**

**5. PAVILION**

A. Add Lighting	1	LS	\$500.00	\$500.00
B. Picnic Stations	3	EA	\$3,000.00	\$9,000.00
C. Tot lot and paved trail	1	LS	\$50,000.00	\$50,000.00

---

**TOTAL** **\$59,500.00**

**6. OPEN SPACE AREA**

A. Common Area Turf & Irrigation	80,000	SF	\$0.50	\$40,000.00
B. Common Area Trees	10	LS	\$500.00	\$5,000.00
C. Small Plaza at Open Space (specialty paving, landscape)	1	LS	\$15,000.00	\$15,000.00
D. Site Furnishings/backstop	1	LS	\$15,000.00	\$15,000.00
E. Picnic Stations	2	EA	\$3,000.00	\$6,000.00

---

**TOTAL** **\$81,000.00**

**SUMMARY OF TOTALS:**

**PHASE 1**

1.	<b>CONCESSIONS / RESTROOM</b>	\$95,800.00
	<b>TOTAL</b>	
	BASE TOTAL	\$95,800.00
	+ 15% CONTINGENCY	\$14,370.00
	<b>GRAND TOTAL</b>	<b>\$110,170.00</b>

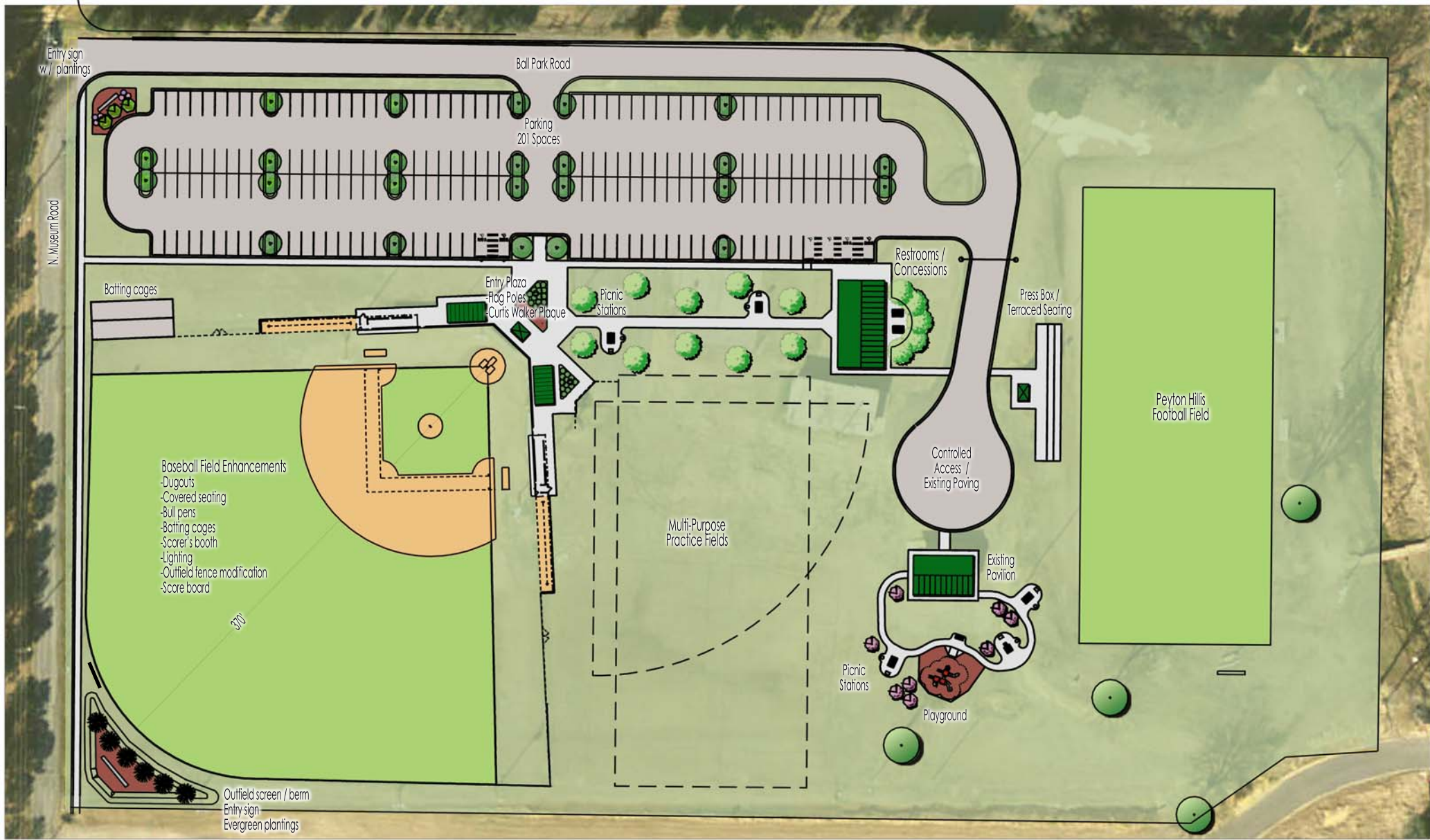
**FUTURE PHASES**

1.	<b>DEMOLITION</b>	\$35,000.00
2.	<b>MASS GRADING</b>	\$16,880.00
3.	<b>PARKING &amp; ENTRY</b>	\$427,500.00
4.	<b>BASEBALL</b>	\$142,005.00
5.	<b>PAVILION AREA</b>	\$59,500.00
6.	<b>OPEN SPACE AREA</b>	\$81,000.00

**TOTAL**

BASE TOTAL	\$761,885.00
+ 15% CONTINGENCY	\$114,282.75
<b>GRAND TOTAL</b>	<b>\$876,167.75</b>

**Note: Professional Services and Owner's Costs for testing etc. are not included.**



# Curtis Walker Park

City of Conway, Arkansas

# Master Plan

July 2012

**JACOBS**



**City of Conway, Arkansas  
Ordinance No. O-12-\_\_\_\_\_**

**AN ORDINANCE APPROPRIATING FUNDS FOR THE CONWAY PARKS DEPARTMENT FOR THE CONSTRUCTION OF A CONCESSION / RESTROOM FACILITY AT CURTIS WALKER PARK; AND FOR OTHER PURPOSES**

**WHEREAS**, The Conway Parks Department would like to request the City Council to appropriate \$110,170 for the construction of a concession / restroom facility at Curtis Walker Park.

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

**SECTION 1.** The City of Conway shall appropriate \$110,170 from Parks and Recreation A&P Fund Balance Appropriation (252.000.4900) to the Conway Parks Department Parks General CIP Account (252.140.5990)

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

**PASSED** this 14<sup>th</sup> day of August 2012.

**Approved:**

\_\_\_\_\_  
**Mayor Tab Townsell**

**Attest:**

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

City of Conway  
Police Department  
Chief AJ Gary  
1105 Prairie Street  
Conway, AR 72032  
[www.conwaypd.org](http://www.conwaypd.org)

# Memo:

**To:** Mayor Tab Townsell  
City Council Members

**From:** Chief A.J. Gary

**Date:** Thursday, August 09, 2012

**Re:** Acceptance of Bids - 2012-29

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Bids were opened on Wednesday, August 8<sup>th</sup>, 2012 at Conway City Hall @ 10:00am for the renovations of storage space to office space; the following bids were received:

- Salter Construction Inc. \$37,690
- Nabholz Construction \$52,860

Both companies met the bid specifications; however, it is my recommendation that the Council accept the low bid in the amount of \$37,690 from Salter Construction.

Thank you for your consideration.

City of Conway – Mayor's Office  
Bid Tab Summary  
2012-29\_Renovations of Storage Space at Conway Police Department  
Bid Opening Date: Wednesday, August 8<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

Total Cost of Bid \$ 37,690.<sup>00</sup>

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

SALTER CONSTRUCTION, LLC.  
Company Name

MICHAEL TOBI  
Company Representative Name

[Signature]  
Representative's Signature

201 LEE ANDREW LANE  
Address

Email Address

CONWAY  
City

AZ  
State

72034  
Zip

501-327-2807  
Telephone Number

501-327-2855  
Fax Number

8-8-12  
Date

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.

City of Conway – Mayor's Office  
Bid Tab Summary  
2012-29 Renovations of Storage Space at Conway Police Department  
Bid Opening Date: Wednesday, August 8<sup>th</sup>, 2012  
City Hall - Downstairs Conference Room @ 10:00am  
[www.cityofconway.org](http://www.cityofconway.org)

Total Cost of Bid

\$ 52,860.00.

Unsigned bids will be rejected:

Authorized Agent Bidding on this project:

Nabholz Construction

Company Name

Austin Kyzer

Company Representative Name

Austin Kyzer M'S

Representative's Signature

522 Merrimon St.

Address

Austin.Kyzer@nabholz.com

Email Address

Conway

City

AR

State

72032

Zip

501-505-5802

Telephone Number

501-329-0552

Fax Number

8-7-12

Date

We acknowledge that we have  
seen addendum #1.

Please feel free to submit additional information on this bid on a separate piece of paper; however this sheet should be included & signed with any bid submitted.