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**CITY COUNCIL AGENDA MEMO**

**To:** Mayor Lioneld Jordan and City Council

**Thru:** Don Marr, Chief of Staff  
Connie Edmonston, Parks and Recreation Director *C.E.*

**From:** Alison Jumper, Park Planning Superintendent *aj*

**Date:** February 15, 2012

**Subject:** Bid 12-15 Tree Maintenance Project  
City Council Agenda Request for March 6 Meeting

**PROPOSAL:**

Chapter 167 of the Unified Development Code (UDC) requires developers to pay money in-lieu to the Tree Escrow Fund when it is not practical to plant mitigation trees at the time of final plat or building permit approval. Monies received into the Tree Escrow Fund must be spent within seven years of receipt. Chapter 167 (J)(4)(c)(i) of the UDC states, "Money contributed under this section: May be used for canopy mitigation, including planting site identification, tree acquisition, planting, and maintenance utilizing either City Staff or contract labor."

Approximately 531 trees have been planted over the last two years from the Tree Escrow Fund and should be regularly maintained for three years in effort to ensure healthy establishment. Parks and Recreation does not have adequate resources to maintain this number of trees for three years. Consequently, Bid 12-15 was advertised on January 16 and 23 and opened on February 10 and included tree maintenance for three years. Three vendors bid the project including All Around Landscaping, Inc., Blades Landscaping and B & A Property Maintenance. Blades Landscaping was the apparent low bidder but was disqualified for submitting an unbalanced bid and failure to register as a plan holder on the project. B & A Property Maintenance was the next qualified low bid in the amount of \$75,237 annually.

If the contract is approved, trees will be maintained beginning in March, 2012 through March 2015.

**RECOMMENDATION:**

A resolution awarding Bid #12-15 and approval of a contract with B & A Property Maintenance in the amount of \$75,237 annually for a maximum of three years for a total of \$225,713 plus a 5% project contingency in the amount of \$11,286 for a total project cost of \$236,999 for the maintenance of trees.

**BUDGET IMPACT:**

The project is funded with Tree Escrow funds. Total project cost including a 5% project contingency is \$236,999.

**Attachments:**

- Staff Review Form
- Certified Bid Tab
- Contract Agreement Signed by Contractor
- Purchase Requisition

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AWARDDING BID #12-15 AND AUTHORIZING A CONTRACT WITH B&A PROPERTY MAINTENANCE IN A TOTAL AMOUNT OF \$225,713.00 FOR THE MAINTENANCE OF TREES, AND APPROVING A FIVE PERCENT (5%) PROJECT CONTINGENCY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #12-15 and authorizes a contract with B&A Property Maintenance in a total amount of \$225,713.00 for the maintenance of trees.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a five percent (5%) project contingency.

**PASSED and APPROVED** this 6<sup>th</sup> day of March, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN**, Mayor

By: \_\_\_\_\_  
**SONDRA E. SMITH**, City Clerk/Treasurer



BID: 12-10  
 DATE: 02/10/12  
 TIME: 2:00 PM  
 CITY OF FAYETTEVILLE

### Bid 12-15, Tree Maintenance Project

BIDDER	Line Item 1 - Bonds & Insurance	Line Item 2 - Water 531 trees at rate of 20gpt/watering (Qty of 25)	Line Item 3 - Tree Mulching ad weed control, 531 trees twice per tree per year (Qty of 1062)	Line Item 4 - Staking per detail (Quantity of 50)	TOTAL COST
1 All Around Landscaping, Inc.	\$ 1,470.09	\$ 80,500.00	\$ 15,006.06	\$ 2,500.00	\$ 99,476.15
2 Blades Landscaping, LLC	\$ 1,800.00	\$ 41,250.00	\$ 10,620.00	\$ 2,250.00	\$ 60,926.10 <i>*unbalanced bid</i>
3 B&A Property Maintenance	\$ 3,583.00	\$ 54,000.00	\$ 15,154.74	\$ 2,500.00	\$ 75,237.74

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

CERTIFIED:

*P. V. Vice*  
 P. VICE, PURCH MGR

*A. Raso*  
 WITNESS

*2/13/12*  
 DATE

### City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

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

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

Requisition No.:	Date:
P.O Number:	2/14/2012
	Expected Delivery Date:

Vendor #:	Vendor Name: <b>B &amp; A Property Maintenance</b>	Mail Yes:___ No:___	Quotes Attached Yes:___ No:___
Address: <b>325 W. County Line Road</b>		Fob Point:	
City: <b>Springdale</b>	State: <b>AR</b>	Zip Code: <b>72762</b>	Ship to code:
Requester: <b>Alison Jumper, Park Planning Superintendent</b>		Division Head Approval: <i>Loanna Edmonson</i>	
		Extension: <b>2369</b> <b>469</b>	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2012 Tree Maint. Project-Escrow NW Per Bid 12-15	1	LS	37,831.41	\$37,831.41	4470.9470.5315.00	08001.2		
2	2012 Tree Maint. Project-Escrow NE Per Bid 12-15	1	LS	3,400.58	\$3,400.58	4470.9470.5315.00	08001.3		
3	2012 Tree Maint. Project-Escrow SW Per Bid 12-15	1	LS	14,169.07	\$14,169.07	4470.9470.5315.00	08001.4		
4	2012 Tree Maint. Project-Escrow SE Per Bid 12-15	1	LS	19,836.69	\$19,836.69	4470.9470.5315.00	08001.5		
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Tax is included in the bid price.

Subtotal:	<b>\$75,237.75</b>
Tax:	_____
Total:	<b>\$75,237.75</b>

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Finance & Internal Services Director: _____	Budget Manager: _____	IT Manager: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

**ORDINANCE NO. 5427**

**AN ORDINANCE TO AMEND CHAPTER 167: TREE PRESERVATION AND PROTECTION OF THE UNIFIED DEVELOPMENT CODE BY REPLACING ALL REFERENCES TO "LANDSCAPE ADMINISTRATOR" WITH "URBAN FORESTER", ALLOWING INCREASED FLEXIBILITY FOR OFF-SITE PRESERVATION AND FORESTATION AND FOR OTHER REASONS**

**WHEREAS**, the City no longer has a "landscape administrator", but has incorporated all duties of that position into the City's "urban forester" so the Tree Preservation and Protection Chapter should be updated to refer to the "urban forester"; and

**WHEREAS**, the environmental and aesthetic value of trees can extend at least a quarter mile especially for trees in riparian areas; and

**WHEREAS**, the City Council should have the power to grant a landowner the right to use off-site preservation or forestation up to one-quarter mile from the city limits if the owner conveys a tree conservation easement to the City of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Chapter 167: **Tree Preservation and Protection** of the Unified Development Code by replacing all references to "landscape administrator" with "urban forester" throughout this Chapter.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §167.04 **Tree Preservation and Protection During Development** by repealing subsections (J)(2) and (3) in their entireties and enacting replacement subsections (J)(2) and (3) as shown below:

*"(J)(2) Off-site preservation.* The applicant may seek approval of the urban forester to preserve an equal or greater amount of canopy cover at a site within the city limits or, with the express approval of the City Council by its resolution, within one-quarter mile of the Fayetteville city limits.

City of Fayetteville  
Bid 12-15, 2012 Tree Maintenance Project  
Agreement – Between City and B & A Property Maintenance

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This agreement is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2012 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and B & A PROPERTY MAINTENANCE (herein after called CONTRACTOR). CITY OF FAYETTEVILLE and B & A PROPERTY MAINTENANCE, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. B & A PROPERTY MAINTENANCE at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 12-15 as stated in B & A Property Maintenance's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 12-15, all included herein as if spelled out word for word.
2. The CITY OF FAYETTEVILLE shall pay B & A PROPERTY MAINTENANCE based on their bid proposal in an amount not to exceed \$75,237.74 each year for a maximum of three years. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the CITY OF FAYETTEVILLE and B & A PROPERTY MAINTENANCE consist of this Contract and the following documents attached hereto, and made a part hereof:
  - A. Bid form identified as Invitation to Bid 12-15 with the specifications and conditions typed thereon.
  - B. B & A PROPERTY MAINTENANCE's bid proposal.
  - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the CITY OF FAYETTEVILLE and B & A PROPERTY MAINTENANCE and may be modified only by a duly executed written instrument signed by the CITY OF FAYETTEVILLE and B & A PROPERTY MAINTENANCE.
5. B & A PROPERTY MAINTENANCE shall not assign its duties under the terms of this agreement.
6. B & A PROPERTY MAINTENANCE agrees to hold the CITY OF FAYETTEVILLE harmless and indemnify the CITY OF FAYETTEVILLE, against any and all claims for property damage, personal injury or death, arising from B & A PROPERTY MAINTENANCE's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Contract Time: The Work shall be performed as needed for a period of three years beginning March 15, 2012 through March 14, 2015.

8. The B & A PROPERTY MAINTENANCE shall be entitled to payment of ninety-five percent (95%) of the earned progress payments when due, with the CITY OF FAYETTEVILLE retaining five percent (5%) to assure faithful performance of the contract.
9. B & A PROPERTY MAINTENANCE shall furnish a certificate of insurance addressed to the CITY OF FAYETTEVILLE, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the B & A PROPERTY MAINTENANCE shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, B & A PROPERTY MAINTENANCE shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

<u>Workmen's Compensation</u>	Statutory Amount
<u>Comprehensive General &amp; Automobile Insurance</u>	
Bodily Injury Liability	\$500,000 for each person injured. \$1,000,000 for each accident.
Property Damage Liability	\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by B & A PROPERTY MAINTENANCE.

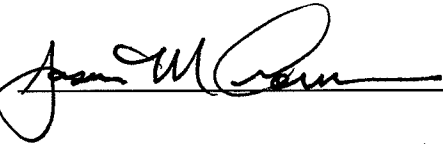
10. B & A PROPERTY MAINTENANCE to furnish proof of licensure as required by all local and state agencies.
11. This contract may be terminated by the CITY OF FAYETTEVILLE or B & A PROPERTY MAINTENANCE within 10 days written notice.
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the B & A PROPERTY MAINTENANCE will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
14. No liens against this construction project are allowed. Arkansas law (A.C.A. §§ 18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the B & A PROPERTY MAINTENANCE promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment of labor or materials on the bond. The B & A PROPERTY MAINTENANCE promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.



WITNESS OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

B & A PROPERTY MAINTENANCE

CITY OF FAYETTEVILLE, ARKANSAS

By:  \_\_\_\_\_

\_\_\_\_\_  
LIONELD JORDAN, Mayor

JASON M NORMAN SECRETARY-NUMA  
Printed Contractor Name & Title

ATTEST:

ATTEST:

 \_\_\_\_\_  
Company Secretary

\_\_\_\_\_  
Sondra Smith, City Clerk

325 W. COUNTY LINE RD  
Business Address

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

SPRINGDALE AR 72764  
City, State & Zip Code

Date Signed: 2/16/12

