

MB-2

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

12/4/2012

City Council Meeting Date
Agenda Items Only

Jeremy Pate
Submitted By

Development Services
Division

Development Services
Department

Action Required:

Approval of a Resolution for a Cooperative Agreement between the City of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding a Wayfinding Program Implementation

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

Budgeted Item

Budget Adjustment Attached

Jeremy Pate
Department Director 11-15-2012
Date

Previous Ordinance or Resolution # _____

[Signature]
City Attorney Nov 16, 2012
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Becher
Finance and Internal Services Director 11-19-2012
Date

Received in City Clerk's Office
 11-15-12 Des

[Signature]
Chief of Staff 11-19-12
Date

Received in Mayor's Office
 1-16-12 LB

[Signature]
Mayor 11/20/12
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

Thru: Don Marr, Chief of Staff

From: Jeremy Pate, Development Services Director *JP*

Date: November 15, 2012

Subject: Wayfinding Program Implementation – Cooperative Agreement with NWARPC

RECOMMENDATION

Staff recommends approval of a resolution approving a Cooperative Agreement between the City and Northwest Arkansas Regional Planning Commission (NWARPC) regarding Wayfinding Program Implementation. The purpose of this resolution is to establish the terms of the agreement with NWARPC to coordinate the efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

BACKGROUND

In 2011 a grant was awarded to the Northwest Arkansas Council from the Walton Family Foundation to pay for the design of a regional wayfinding program involving the cities of Fayetteville, Springdale, Lowell, Rogers, Siloam Springs, Eureka Springs and Bella Vista. The grant also funds the fabrication and installation of signs for a pilot project to one destination per city. The funding for the pilot project for each city (not to exceed a total of \$350,000) is contingent upon each city providing certain commitments. Each city, in order to receive the benefit of the comprehensive design and pilot project, must:

- 1) Complete the wayfinding program (for each respective city) by December 31, 2017, or earlier
- 2) Participate in the surveys by the Northwest Arkansas Council to help gauge success of the program
- 3) Agree to comply with the maintenance plan for the wayfinding system

City staff has been working, at the direction of the Mayor, to coordinate the City's efforts in this program through the NWA Council and all of the other participating cities for over a year. Wayfinding programs guide travelers to major public civic, cultural, visitor and recreational destinations, therefore this program is seen to be of economic benefit for our citizens and visitors, much as the success of other cities' wayfinding programs have proven. Over a series of iterations, a final design plan, standards for fabrication and installation, protocol for inclusion of new destinations in the future, and maintenance responsibilities have been developed, with each city's input. By mid-December, commitments from all cities must be received, in order to remain on schedule to issue a request for bids in January and have the pilot project fully installed by July 2013. The most efficient and effective manner to bid a project that involves seven different cities is to organize through one entity; the NWARPC has agreed to be that entity, due to the fact that they already coordinate many programs throughout the region involving the same cities and are subject to same terms of notification and contracting with which each city complies.

DISCUSSION

The subject agreement involves a comprehensive wayfinding system, including contract procurement, fabrication and installation, and short to long term maintenance of the installed wayfinding signs.

BUDGET IMPACT

Approximately \$125,000 is currently estimated to be the City's portion of the total cost. Other funding sources include the A&P Commission and the grant for the pilot project. Final costs will be determined at the time of the bid, and the decision of whether to implement the program fully in one installation or phase it over time will be made based upon those factors and available funds.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE COOPERATIVE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION REGARDING WAYFINDING PROGRAM IMPLEMENTATION AT A POTENTIAL COST OF APPROXIMATELY \$125,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the cooperative agreement between the City Of Fayetteville and the Northwest Arkansas Regional Planning Commission regarding Wayfinding Program Implementation at a potential cost of approximately \$125,000.00 and authorizes Mayor Jordan to sign this agreement attached to this Resolution.

PASSED and APPROVED this 14th day of December, 2012.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Cooperative Agreement Between the City and the Northwest Arkansas Regional Planning Commission Regarding Wayfinding Program Implementation

I. Purpose

The purpose of this agreement is to establish the terms for the Northwest Arkansas Regional Planning Commission (NWARPC) to coordinate efforts, including procurement, contracting, and financial management activities, to implement a multi-jurisdictional wayfinding program in Northwest Arkansas.

II. Background

In 2011, the Northwest Arkansas Council, a nonprofit organization, applied for and received a grant from the Walton Family Foundation for the design of a regional wayfinding program inclusive of the cities of Fayetteville, Springdale, Lowell, Rogers, Eureka Springs, Siloam Springs and Bella Vista. The Walton Family Foundation further agreed to fund the fabrication and installation of a pilot program, a stem of signage directing to each city's downtown area, provided each city commit to the grantee (NWA Council), that they would complete the wayfinding program, as designed by MERJE Design, by December of 2017. All cities have made their commitment to the grantee, and the grantee has accepted those commitments.

The Northwest Arkansas Council subsequently entered into an agreement with the NWARPC, for the Commission to be the procurement, contracting, and financial management entity for the wayfinding program. The Northwest Arkansas Council will provide funds to the NWARPC, in an amount not to exceed \$349,800, for the fabrication and installation of signs for the "pilot" project. The actual amount shall be based on the amount quoted by the successful bidder, subject to the concurrence of the Regional Wayfinding Committee.

The remainder of the City's wayfinding program—the commitment beyond the pilot project—may be implemented concurrent with the pilot project, or staged over a period of time not to exceed 5 years. The NWARPC will act in a like capacity on each city's behalf, in regard to wayfinding program implementation commitments beyond the pilot project. Each city will provide the requisite amount of funds, as per the successful bidder's quote, for completion of the program in their jurisdiction. The schedule for implementation for the post-pilot portion of the wayfinding program, including staging if applicable, shall, along with the funding amount, be subject to acceptance of each city.

In the procurement and contracting process, the Northwest Arkansas Regional Planning Commission will request a price for the fabrication and installation of the pilot project, as well as a price for the installation of the remainder of the

City's program. Such will be done in a manner so as to accommodate each city's respective schedule of implementation.

III. The City Agrees:

- A. To participate in the pilot project, and to complete at its expense, its portion of the remainder of the wayfinding project, as designed by MERJE Design, by December of 2017.
- B. To provide funds to NWARPC in the requisite amount, as per the successful bidder's quote, for completion of the post-pilot project portion of the program within the City's jurisdiction. Provided, the schedule for implementation for such portion, including staging if applicable, shall, along with the funding amount, be subject to acceptance of the City.
- C. That the Mayor, or his designee, shall represent the City on all matters associated with this effort.
- D. That it may be subject to the reimbursement of costs incurred by NWARPC.
- E. That the NWARPC is serving only as a procurement, contracting, and financial management entity for the pilot, as well as the extended project.
- F. That they will not hold the NWARPC liable for damages resulting from disputes arising between the contractor and the City.
- G. That they will not hold the Northwest Arkansas Council liable for damages resulting from disputes arising between the contractor and the City.
- H. To adhere to the management and maintenance strategy described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

IV. The Northwest Arkansas Regional Planning Commission Agrees:

- A. To act as the procurement, contracting, and financial management entity on behalf of all cities involved in the wayfinding program.
- B. In the procurement process, to request pricing for the fabrication and installation of the pilot project, as well as for the installation of the remainder of the City's wayfinding program commitment—with such to be done in a manner so as to accommodate the City's schedule of implementation.
- C. To coordinate all activities associated with the pilot, as well as the extended wayfinding project with the Regional Wayfinding Steering Committee, and to obtain their concurrence on contractor selection.
- D. That the schedule for implementation for the post -pilot project portion of the program, including multi-year staging if applicable, shall, along with the funding amount, be subject to acceptance of the City.
- E. They are not responsible for individual disputes between the contractor and the city regarding the details of the project.

- F. To serve as the central point of contact and manager of the wayfinding system as described in the "NWA Regional Wayfinding Program Management and Maintenance Strategy" attached to this document as Exhibit A.

V. Arkansas Freedom of Information Act

City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a FOIA Request is presented to the City, or to the NWARPC, each party will do everything possible to provide the documents in a timely manner as prescribed in the FOIA (A.C.A. 25-19-101 et seq.). Only legally authorized photocopying costs pursuant to the FOA may be assessed for this compliance.

VI. Changes, Modifications, or Amendments:

Changes, modifications, or amendments to this agreement shall be subject to approval by the parties hereto in advance of the change.

In Witness Whereof, the City and the Northwest Arkansas Regional Planning Commission have executed this agreement by their respective authorized representatives, having been authorized to do so by appropriate resolution.

City

Northwest Arkansas Regional Planning Commission

Mayor


Director

Witnessed By:

City Clerk



ATTACHMENT A

The City of Fayetteville agrees to manage and maintain their portion of the Northwest Arkansas Regional Wayfinding System according to the guidelines set forth in the Management and Maintenance Strategy.

The City of Fayetteville further agrees that the Northwest Arkansas Regional Planning Commission shall serve as the central point of contact and forum to address issues arising from the Management and Maintenance Strategy and to make alterations to the strategy should the need arise.

Authorized Representative

Title

Signature

Date

DRAFT
For Discussion Purposes Only

NWA REGIONAL WAYFINDING PROGRAM

**MANAGEMENT AND MAINTENANCE
STRATEGY**

November 5, 2012

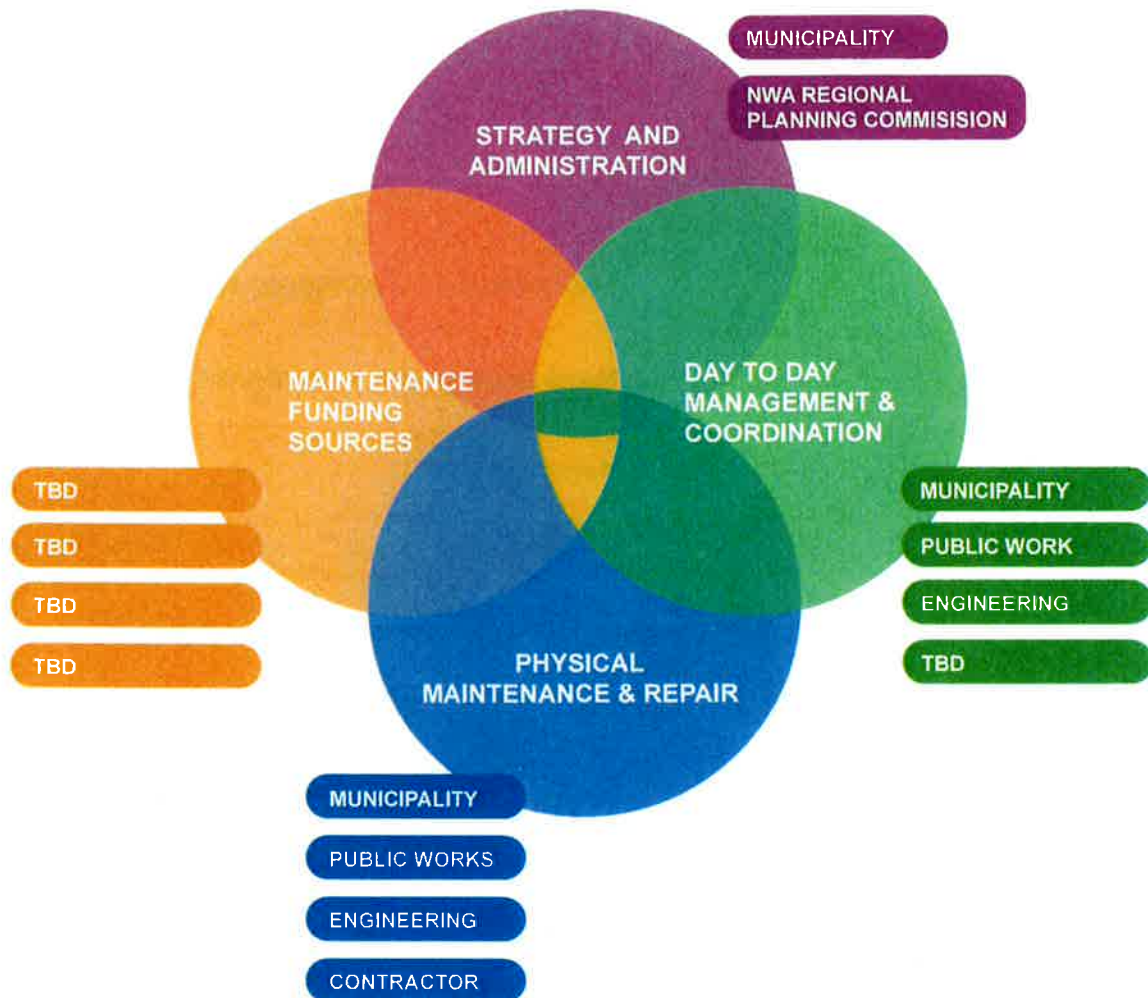
merJe

120 N. Church Street
Suite 206
West Chester, PA 19380
T. 484.266.0648
www.merjedesign.com

ENVIRONMENTS & EXPERIENCES

NWA REGIONAL WAYFINDING PROGRAM OVERALL SYSTEM OVERSIGHT

DRAFT
For Discussion Purposes Only



MANAGEMENT & MAINTENANCE

NWA REGIONAL WAYFINDING PROGRAM MAINTENANCE FLOW CHART

DAY-TO-DAY MAINTENANCE PROCESS FOR REPAIR OR REPLACEMENT OF EXISTING SIGNS



City Public Works & Staff
Monitor Sign Program

WAYFINDING MANAGER:
Person appointed by the
municipality to be the main point
of contact for repairs and other
issues arising with the
wayfinding system

City: Quality Control
Contract: Fabrication and Installation

LONG TERM MAINTENANCE PROCESS FOR ADDITION, SUBTRACTION or ALTERATIONS TO THE SYSTEM (annual)



DESTINATION
Identifies Need

DESTINATION
Submit Request to
WAYFINDING MANAGER

Based On Program Criteria
NWA Regional
Planning Commission
Reviews Request

MANAGEMENT & MAINTENANCE

MANAGEMENT AND MAINTENANCE

SHORT TERM GENERAL MAINTENANCE (0 – 4 years)

- **Planning and Design:** Minor corrections and adjustments to help the system operate efficiently. This may include additional signs, or adjustments based on new circulation patterns.
- **Physical Maintenance (Materials):** Cleaning once a year and typical wear and tear repairs - new panels, tightening of fasteners, replacement parts due to vandalism or auto damage.
- **Physical Maintenance (Locations):** Relocation of problem sign locations.

LONG TERM GENERAL MAINTENANCE (5 – 9 years)

- **Planning and Design:** Additions and Deletions of Destinations/Messages and overall routing review, based on physical changes to the City.
- **Physical Maintenance (Materials):** Materials begin to fade, warranties expire and a more concentrated effort is required to maintain the system and its components. New panels, replacement parts, and sign replacement may be required.
- **Physical Maintenance (Locations):** Relocation may be necessary based on new routing or circulation.

SYSTEM LIFE SPAN (10 – 15+ years)

- **Planning and Design:** Complete review of the system and its effectiveness based on new destinations that may have opened or attractions which have closed. In addition new circulation/routing and construction projects may effect the system. Design elements may be reviewed for consistency with City identity and marketing initiatives.
- **Physical Maintenance (Materials):** Materials begin to reach their life span, full sign replacement may be necessary for some signs if they have not been maintained in the past.
- **Physical Maintenance (Locations):** Relocation may be necessary based on new routing or circulation.

MAINTENANCE GUIDELINE MATRIX

	0-4 Years	5-9 years	10-15+ years
Design and Planning	<p>Design: General Evaluation of positive and negative aspects of the system.</p> <p>Planning; City In-house maintenance based on new request and circulation/destination updates..</p>	<p>Design: General Evaluation of positive and negative aspects of the system.</p> <p>Planning: Contract with a consultant to analyze major changes to the City and necessary system adjustments. 1 or 2 updates possible during this time period.</p>	<p>If the system has not been analyzed since implementation, a major updating is likely to be needed. Outside consultants will be required to review and inventory the system, as well as make suggested changes based on new circulation, destinations, etc.</p>
Vandalism	<p>Annual cleaning/repair. Stickers and graffiti are most common.</p> <p>Cleaning solvents and Goo-Gone are typical products utilized.</p>	<p>Parts replacements and full sign replacement as needed.</p> <p>Cleaning solvents and Goo-Gone are typical products utilized.</p>	<p>Parts replacements / full sign replacement as needed.</p> <p>Cleaning solvents and Goo-Gone are typical products utilized.</p>
Cleaning Schedule	Annual Cleaning	Annual Cleaning	Annual Cleaning
Management / Administration	Weekly coordination transitioning to quarterly coordination between City and fabricator during year 1 and 2. Day-to-day monitoring of the system,	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on Public Works observations, safety	Annual coordination between City and fabricator. Day-to-day monitoring of the system, based on Public Works observations, safety

	based on Public Works observations, safety issues and citizens reports.	issues and citizens reports.	issues and citizens reports.
Breakaway Product: Transpo	<i>Maintenance Free - Covered under Warranty for 3 years.</i>	<i>Maintenance Free - consider general review as part of yearly inspection process.</i>	<i>Maintenance Free - consider general review as part of yearly inspection process.</i>
Reflectivity Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 5-7 years</i>	<i>Covered under warranty for 5-7 years.</i> Reflectivity may be effective beyond the warranty period. Individual signs may require sheeting to be replaced during this time period	Reflectivity becomes less effective. if not previously replaced. 10 – 15 years is the maximum lifespan.
Custom Color Life Span: 3M High Intensity Diamond Grade	<i>Covered under warranty for 3 years.</i> Color generally maintained beyond warranty period, depends on direction sign panel is facing.	Fading may begin depending on the direction sign panel is facing. Individual signs may require sheeting to be replaced during this time period	Fading occurs, if not previously replaced. 10 - 15 years is the maximum lifespan.
General Materials: Aluminum Sign Panels & Posts	<i>Specifications require 5 year fabricator warranty for workmanship.</i> General wear-and-tear maintenance required.	General wear-and-tear maintenance.	General wear-and-tear maintenance.
Painted Surfaces	<i>Covered under manufacturers warranty.</i> General maintenance and touch-up will be required.	Warranty expires. Typically color holds up beyond warranty period. Fading may begin depending on the direction sign panel is facing. Individual signs may require individual parts to be replaced during this time period	Fading occurs – based on direction sign panel is facing – 10 – 15 years is the maximum lifespan to expect.
Sign Panels / Fasteners	<i>Specifications require 5 year fabricator warranty for workmanship.</i> General repairs and replacement due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously. Inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Brackets/ Fins / Details	<i>Specifications require 5 year fabricator warranty.</i> General repairs and replacement of parts due to auto incidents or vandalism. Inspect welds and fasteners for connection integrity.	Quantity of repairs increases, if not maintained previously. Inspect welds and fasteners for connection integrity.	Consider full inventory of system and repairs based on consistency of maintenance and up-keep over the years.
Concrete Footers	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.	<i>Maintenance free.</i> Inspect structural integrity – similar to any construction project.

