



# City of Jonesboro

900 West Monroe  
Jonesboro, AR 72401

## Meeting Agenda Public Services Council Committee

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Tuesday, June 15, 2010

5:45 PM

Huntington Building

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### Special Called Meeting

#### 1. Call To Order

#### 2. New Business

##### *Resolutions To Be Introduced*

**RES-10:081** RESOLUTION TO REQUEST FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR 99 PURYEAR STREET

**Sponsors:** Mayor's Office

**RES-10:080** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HARMONY LANDSCAPING TO FURNISH AND PLANT TREE AND TO PROVIDE WATERING AND MAINTENANCE OF TREES AT VARIOUS LOCATIONS

**Sponsors:** Parks & Recreation

**Attachments:** [Agreement](#)  
[Attachment A](#)  
[Bid Tab](#)

#### 3. Adjournment



## Legislation Details (With Text)

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**File #:** RES-10:081    **Version:** 1    **Name:** CWL free utilities for 99 Puryear Street  
**Type:** Resolution    **Status:** Passed  
**File created:** 6/15/2010    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:** 6/15/2010  
**Title:** RESOLUTION TO REQUEST FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR 99 PURYEAR STREET  
**Sponsors:** Mayor's Office  
**Indexes:** Utility service from CWL  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
6/15/2010	1	City Council	Passed	Pass
6/15/2010	1	Public Services Council Committee	Recommended to Council	Pass

title  
RESOLUTION TO REQUEST FREE UTILITY SERVICE FROM CITY WATER AND LIGHT FOR 99 PURYEAR STREET

body

BE IT RESOLVED, by the City Council for the City of Jonesboro, Arkansas, that City Water and Light be requested by this resolution to provide free utility service to 99 Puryear Street, Jonesboro.

To permit such service to be provided without charge, the City of Jonesboro hereby affirms to City Water and Light that the ultimate use of CW&L utilities so provided is now and shall remain a use or purpose which the city is engaged in as part of its governmental or proprietary functions under authority granted to it by state law.

PASSED AND APPROVED this 15<sup>th</sup> day of June, 2010.



## Legislation Details (With Text)

**File #:** RES-10:080    **Version:** 1    **Name:** Harmony Landscaping contract to furnish and plant trees  
**Type:** Resolution    **Status:** Passed  
**File created:** 6/10/2010    **In control:** Public Services Council Committee  
**On agenda:**    **Final action:** 6/15/2010  
**Title:** A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HARMONY LANDSCAPING TO FURNISH AND PLANT TREES AND TO PROVIDE WATERING AND MAINTENANCE OF TREES AT VARIOUS LOCATIONS  
**Sponsors:** Parks & Recreation  
**Indexes:** Contract  
**Code sections:**  
**Attachments:** [Agreement](#)  
[Attachment A](#)  
[Bid Tab](#)

Date	Ver.	Action By	Action	Result
6/15/2010	1	City Council	Passed	Pass
6/15/2010	1	Public Services Council Committee	Recommended to Council	Pass

### Title

A RESOLUTION TO THE CITY OF JONESBORO, ARKANSAS TO CONTRACT WITH HARMONY LANDSCAPING TO FURNISH AND PLANT TREES AND TO PROVIDE WATERING AND MAINTENANCE OF TREES AT VARIOUS LOCATIONS

### Body

WHEREAS, the City of Jonesboro has received an Urban and Community Forestry Assistance Grant;

WHEREAS, the project was formally bid;

WHEREAS, Harmony Landscaping was the low bidder meeting specifications with a bid of \$42,035.39 plus tax to furnish and plant trees and \$11,875.00 plus tax for watering and maintenance of trees;

WHEREAS, the City of Jonesboro negotiated with the bidder to reduce the price;

WHEREAS, the contract price to furnish and plant trees shall be \$31,648.44 plus tax and \$6,500.00 plus tax for watering and maintenance of trees;

WHEREAS, the funding for the execution of the contract shall come from appropriated grant funds and compensation shall be paid in accordance with the agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF JONESBORO, ARKANSAS THAT:

Section 1. That the City of Jonesboro shall enter into a contract with Harmony Landscaping to furnish and plant trees for \$31,648.44 plus tax and watering and maintenance of trees for \$6,500.00 plus tax. Attachment A

details locations.

Section 2. The Mayor and the City Clerk are hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND APPROVED this 15<sup>th</sup> day of June, 2010.

**STATE OF ARKANSAS  
SERVICES AGREEMENT**

**City of Jonesboro**

This AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the City of Jonesboro, a political subdivision of the State of Arkansas, having its principal place of business at 515 W. Washington Ave., Jonesboro, AR 72401 ("**City**"), and Harmony Landscaping located at 4517 East Parker Road, Jonesboro, AR 72404 ("**Contractor**").

In consideration of the covenants hereinafter set forth, the parties mutually agree as follows:

1. **CONTRACT PERIOD** – The Agreement shall begin with the Award of the Contract to the **Contractor** and shall be completed in thirty (30) days thereafter with exception of watering and maintenance as described in this agreement.
2. **SCOPE OF SERVICES** – City of Jonesboro has employed **Contractor** to furnish all labor, material, and equipment necessary to perform all work required to plant trees specified in Attachment A. The **Contractor** shall provide watering and maintenance of trees on a weekly basis for one (1) year after trees are planted, excluding trees that are planted at Joe Mack Campbell Park.
3. **PRICE** – City of Jonesboro agrees to pay the **Contractor** the total sum of \$38,148.44 plus tax for furnishing and planting trees and for the watering and maintenance of trees planted, excluding trees that are planted at Joe Mack Campbell Park, which will be watered by the City.
4. **STANDARD OF CARE** – Services performed by **Contractor** will be conducted in a manner consistent with that level of care and skill exercised by members of the profession with **Contractor's** experience and qualifications currently providing similar services.
5. **DOCUMENTS** – In connection with the performance of the services, **Contractor** shall deliver to the City of Jonesboro monthly reports documenting dates and areas of work performed.
6. **PAYMENT TERMS** – **Contractor** will, upon completion of the furnishing and planting of trees, submit a lump sum invoice for the total amount plus tax of the project to Jeff Owens at the City of Jonesboro Parks and Recreation Department. City of Jonesboro shall notify **Contractor** within ten (10) days of receipt of an invoice of any dispute with the invoice and **Contractor**, upon such notice, shall provide back-up data to City of Jonesboro and **Contractor** will, therefore, promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of the invoice by City of Jonesboro and is past due thirty (30) days from the date the invoice is received by the **City**, then **Contractor** shall have the right to either suspend all services provided pursuant to this Agreement, without prejudice, or terminate this Agreement in accordance with the provisions of Section 15.

**NO INTEREST OR OTHER LATE PENALTIES SHALL ACCRUE ON LATE PAYMENTS.**

7. **NON-APPROPRIATION** – It is understood and agreed by the parties that in the event funds are not appropriated in the current fiscal year or any subsequent fiscal years, this contract will become null and void and the City of Jonesboro will only be required to pay for services completed to the satisfaction of the City.
8. **INDEMNIFICATION** – The contractor agrees to indemnify and save harmless the City of Jonesboro of and all City of Jonesboro officers, agents and employees from any and all claims, suites, actions, legal proceedings, damages, costs, expenses & attorney fees of every name and description, arising out of or resulting from the use of any materials furnished by the contractor, or any work done in the performance of the contract arising out of a willful or negligent act or omission of the provider, its officers, agents and employees; provided that such liability is not attributable to a willful or negligent act or omission on the part of the City, its officers, agents and employees.
9. **CONTROL OF JOB SITE AND ACTIVITY** – **Contractor** shall be responsible for its activities, that of its employees on any site and the activities of any consultants, contractors and/or subcontractors for maintaining a safe job site.
10. **COMPLIANCE WITH CODES AND STANDARDS** – **Contractor's** professional services shall incorporate those federal, state and local laws, regulations, codes and standards that are applicable at the time **Contractor** rendered its services. **Contractor** shall not be responsible for any claim or liability for injury or loss allegedly arising from **Contractor's** failure to abide by federal, state or local laws, regulations, codes and standards that were not in effect or publicly announced at the time **Contractor** rendered its services.
11. **PUBLIC RESPONSIBILITY** – The City of Jonesboro has a duty to conform to applicable codes, standards, regulations and ordinances with regard to public health and safety. **Contractor** will at all times alert the City of Jonesboro to any matter of which **Contractor** becomes aware and believes requires the City of Jonesboro to issue a notice or report to certain public officials, or to otherwise conform with applicable codes, standards, regulations or ordinances. If the City of Jonesboro decides to disregard **Contractor's** recommendations in these respects, Contractor shall employ its best judgment in deciding whether or not it should notify public officials.
12. **CLIENT LITIGATION** – **Contractor** agrees to produce documents, witnesses and/or general assistance to any litigation, arbitration or mediation involving the **City**, if the City of Jonesboro requests such documents, witnesses and/or general assistance. The City of Jonesboro shall reimburse **Contractor** for all direct expenses incurred and time according to **Contractor's** rate schedule as of the date of the execution of this Agreement.
13. **CONFIDENTIALITY** – **Contractor** will maintain as confidential any documents or information provided by the City of Jonesboro and will not release, distribute or publish same to any third party without prior permission from the **City**, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the **City**.

14. **NOTICES** – All notices made pursuant to the Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below:

Jeff Owens, Project Manager  
City of Jonesboro  
515 W. Washington Ave.  
Jonesboro, AR 72401

Lynn Wimberly  
Harmony Landscaping  
4517 East Parker Road  
Jonesboro, AR 72404

Any party may change the person to whom notices are to be sent by giving ten (10) calendar days written notice of such change to the other party.

15. **TERMINATION** – Should **Contractor** perform services provided pursuant to this Agreement in an unacceptable manner the City of Jonesboro may, by a thirty (30) day written notice to **Contractor**, without prejudice to any other right or remedy available to the **City**, terminate this Agreement.

Should the City of Jonesboro fail to make payment on any undisputed invoice amount within sixty (60) business days upon receipt of such invoice, **Contractor** may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the City of Jonesboro shall be given notice of the default and an opportunity to cure such default within seven (7) business days. Should this Agreement be terminated by **Contractor**, **Contractor** shall be entitled to be paid only for the services actually completed as of the date of termination.

This Agreement may also be terminated pursuant to the pertinent portions of Section 6 or Section 7 herein.

16. **CONTRACT DOCUMENTS**. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. If there is a conflict between any of the terms of these contract documents the order of precedence of these contract documents shall be;

- A. Any amendment signed after the execution date of this agreement;
- B. This Agreement and Attachments

17. **ASSIGNMENT** – This Agreement may not be assigned by either party without the prior written consent of the other party.

18. **SEVERABILITY** – Should any section, paragraph, clause, phrase, or provision of this Agreement be determined invalid or held unconstitutional by a court of competent jurisdiction, such declaration shall not affect the validity of this Agreement as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

19. **APPLICABLE LAW AND VENUE** – The construction, interpretation and performance of this Agreement shall be governed and construed in accordance with the laws of the State of

Arkansas. The City of Jonesboro and **Contractor** further agree that this Agreement shall be deemed to be made and performed in City of Jonesboro, Arkansas. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of State of Arkansas, Craighead County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Harmony Landscaping

City of Jonesboro

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Harold Perrin  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Mayor  
\_\_\_\_\_  
Title

Attested by:

\_\_\_\_\_  
Donna Jackson, City Clerk

**City of Jonesboro**





4517 E. Parker Road - Jonesboro AR 72404  
 www.harmonygardensonline.com  
 870-268-6500

# Quote

Date	Quote #
6/3/2010	837

City of Jonesboro

Rep	Project
LW	Tree Bid

Description	Qty	Total
All trees are 1 1/2" to 2" Caliper.		
City Cemetery - 504 E. Matthews		0.00
7 Yoshino Cherry @122.36		856.52T
5 Pin Oak @122.78		613.40T
15 Red Bud @108.77		1,631.55T
6 Dogwood @123.50		741.60T
19 Service Berry @94.50		1,795.50T
4 Chinese Pistache @143.17		572.68T
Total bid for City Cemetary \$6211.15		0.00
Joe Mack Campbell - 3201 Dan Avenue		0.00
66 Bald Cypress @107.22		7,076.52T
5 White Oak @143.94		719.70T
8 Pin Oak @123.40		987.20T
Total bid for Joe Mack Campbell \$8783.42		0.00
Craighead Forest - 4910 S. Culberhouse		0.00
24 River Burch @107.02		2,568.48T
25 Bald Cypress @107.22		2,680.50T
25 Red Bud @108.77		2,719.25T
26 White Oak @143.94		3,742.44T
Total bid for Craighead Forest \$11710.67		0.00
Allen Park Community Center - 3609 Race Street		0.00
12 Chinese Pistache @143.17		1,718.04T
21 Red Maple @119.43		2,508.03T
3 Red Bud @108.77		326.31T
3 Service Berry @94.50		283.50T
1 Bald Cypress @107.22		107.22T
Total bid for Allen Park Community Center \$4943.10		0.00
<b>Total</b>		




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# Quote

Date	Quote #
6/3/2010	837

City of Jonesboro

Rep	Project
LW	Tree Bid

Description	Qty	Total
Alternate Bid for Maintenance: Watering and maintenance of trees for 1 year after trees are planted, excluding trees that are planted at Joe Mack Campbell Park.		6,500.00T
Bid Acceptance: _____		0.00
Salesman: 		
A deposit of \$ _____ is required upon acceptance of this bid and the remaining balance is due upon completion of the job. We consider your signature of acceptance as a contract.		
Sales Tax		3,051.88
<b>Total</b>		<b>\$41,200.32</b>

