

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, April 15, 2025

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member Dr. D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

MEETING INFORMATION:

1. **WEBINAR ID: 899 0389 3872**

[PUBLIC REGISTRATION LINK:HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/WN_LB65ZXU0TOGJQGZ3CLD5DA](https://us06web.zoom.us/join/89903893872)

AGENDAITEMCOMMENT@FAYETTEVILLE-AR.GOV

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS**

1. **RECOGNITION OF THE FAYETTEVILLE FIRE DEPARTMENT'S ACCREDITATION FROM THE COMMISSION ON FIRE ACCREDITATION INTERNATIONAL (CFAI) - PRESENTED BY MAYOR MOLLY RAWN**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

1. **FAYETTEVILLE YOUTH ADVISORY COUNCIL - OATHS OF OFFICE ADMINISTERED BY: JUDGE TERRA STEPHENSON**
2. **NOMINATING COMMITTEE REPORT - COMMITTEE CHAIR**

PROPOSED AGENDA ADDITIONS**A. CONSENT****A.1. APPROVAL OF THE APRIL 1, 2025 CITY COUNCIL MEETING MINUTES****A.2. FIRST STAR CONSTRUCTION (SERVICE CONTRACT):**

A RESOLUTION TO AWARD BID #25-30 AND AUTHORIZE A CONTRACT WITH FIRST STAR CONSTRUCTION, LLC IN THE AMOUNT OF \$398,496.00 FOR WATER LINE IMPROVEMENTS AT DRAKE FIELD AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$17,165.00 (2025-438)

A.3. 2024 REAPPROPRIATION AMENDMENT (BUDGET ADJUSTMENT):

A RESOLUTION TO AMEND RESOLUTION 46-25 BY REDUCING THE AMOUNT OF REAPPROPRIATIONS TO THE 2025 BUDGET BY \$10,759,026.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-437)

A.4. CRAFTON TULL & ASSOCIATES, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #4 AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH CRAFTON, TULL & ASSOCIATES, INC. IN THE AMOUNT OF \$227,315.00 FOR THE DESIGN OF THE WHITE RIVER TRAIL AT RIVER COMMONS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2025-369)

A.5. BOX GANG MANUFACTURING, LLC. / WASTEQUIP, LLC. / TOTER, LLC. / REHRIG, CO. (PURCHASE AGREEMENTS):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF RECYCLING AND TRASH COLLECTION EQUIPMENT AND SERVICES FROM VARIOUS VENDORS WITHIN THE APPROVED BUDGET, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACTS (2025-458)

A.6. ASPHALT OVERLAY AND SIDEWALK PROJECTS (RESOLUTION):

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION 2025 ASPHALT OVERLAY AND SIDEWALK CONSTRUCTION WORK PLANS (2025-385)

A.7. FROUD FARMS (LEASE AGREEMENT):

A RESOLUTION TO AWARD BID # 25-28 AND AUTHORIZE A FIVE-YEAR HAY FIELD LEASE WITH FROUD FARMS FOR ABOUT 63.8 ACRES AT LAKE FAYETTEVILLE, MADISON NATURAL AREA, KESSLER PARK, AND COMBS PARK FOR THE AMOUNT OF \$102.00 PER YEAR, AND TO AUTHORIZE MOWING AT OTHER PARK PROPERTIES AS NEEDED FOR THE AMOUNT OF \$1.00 PER BALE (2025-387)

A.8. ARKANSAS HISTORIC PRESERVATION PROGRAM (GRANT AWARD):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTIFIED LOCAL GOVERNMENT GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$72,000.00 FOR PHASE 1 OF A CITY-WIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES AND HISTORIC DISTRICT COMMISSION TRAINING, AND TO APPROVE A BUDGET ADJUSTMENT (2025-427)

A.9. NABHOLZ CONSTRUCTION CORP. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-29 AND AUTHORIZE A CONTRACT WITH NABHOLZ CONSTRUCTION CORP. IN THE AMOUNT OF \$13,967,679.50 FOR THE CONSTRUCTION OF WATER AND SEWER UTILITY RELOCATIONS ASSOCIATED WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION'S I-49 & MLK INTERCHANGE IMPROVEMENTS PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT

OF \$500,000.00 (2025-377)

A.10. ARKANSAS DEPARTMENT OF TRANSPORTATION (CHANGE ORDER 5):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 5 TO THE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$2,247,123.36 FOR INTERSTATE 49 - MLK INTERCHANGE IMPROVEMENTS AND UTILITY RELOCATIONS, AND TO APPROVE A BUDGET ADJUSTMENT (2025-432)

B. UNFINISHED BUSINESS

B.1. § 172.05 PARKING REQUIREMENTS (A)(2) (AMENDMENT):

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS (2024-01107)

AT THE JANUARY 7, 2025 CITY COUNCIL MEETING, THIS ITEM WAS TABLED INDEFINITELY.

THE ORDINANCE REVIEW COMMITTEE PLANS TO REQUEST TO HAVE THIS ITEM REMOVED FROM THE TABLE AND PRESENT AN AMENDMENT THAT INCLUDES AN EMERGENCY CLAUSE TO BE VOTED ON DURING THE APRIL 15, 2025 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. STREET RENAMING (N. PLANTATION AVE TO N. GARDEN AVE & W. CHATTEL ST TO W. REFLECTION ST):

A RESOLUTION TO RENAME NORTH PLANTATION AVENUE TO NORTH GARDEN AVENUE AND WEST CHATTEL STREET TO WEST REFLECTION STREET (2025-381)

C.2. VACATION-2025-0002: (EAST OF 1775 W. MITCHELL ST./MITCHELL STREET TOWNHOMES, 520):

AN ORDINANCE TO APPROVE THE VACATION OF A 6,061 SQUARE FOOT PORTION OF A TREE PRESERVATION EASEMENT LOCATED ALONG WEST MITCHELL STREET CONTINGENT ON THE DEDICATION OF TWO REPLACEMENT TREE PRESERVATION EASEMENTS TOTALING APPROXIMATELY 0.8 ACRES AND OTHER CONDITIONS (2025-431)

C.3. REZONING-2025-0006: (91 S. DUNCAN AVE./ECOLOGICAL DESIGN GROUP, 522):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING

PETITION RZN 2025-06 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 91 SOUTH DUNCAN AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE TO MSC, MAIN STREET CENTER (2025-397)

C.4. REZONING-2025-0008: (352 E. 7TH ST./BRICENO, 524):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-08 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 352 EAST 7TH STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN (2025-398)

C.5. REZONING-2025-0007: (588 S. WILLOW AVE/BWB WILLOW LLC, 524):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-07 FOR APPROXIMATELY 0.22 ACRES LOCATED AT 588 SOUTH WILLOW AVENUE IN WARD 1 FROM DG, DOWNTOWN GENERAL TO UN, URBAN NEIGHBORHOOD (2025-428)

C.6. REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-09 FOR APPROXIMATELY 5.9 ACRES LOCATED AT SOUTH RAZORBACK ROAD AND SOUTH ASHWOOD AVENUE IN WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES-LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL, AND CS, COMMUNITY SERVICES (2025-429)

C.7. REZONING-2025-0010: (W. VAN ASCHE DR/RHOADS, 210):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-10 FOR APPROXIMATELY 17.23 ACRES LOCATED ON WEST VAN ASCHE DRIVE IN WARD 2 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES (2025-430)

D. CITY COUNCIL TOUR

E. ANNOUNCEMENTS

F. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your

comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If a Council Member wishes to comment upon or discuss a Consent Agenda item that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

Unfinished Business and New Business:

Overview Period: Agenda items at a City Council meeting shall be introduced by the Mayor and, if an ordinance, read by the City Attorney. City staff shall then present a report. An agenda applicant (city contractor, rezoning or development applicant, appellant from a final decision of the Planning Commission or City Staff, etc.) may present its proposal only during this presentation period but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

Public Comments: Public comment at a City Council meeting shall be allowed on all items of unfinished and new business and subjects of public hearings. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. Speakers present in the City Council Chambers shall be recognized before speakers participating by electronic means. Speakers shall be limited to a maximum of three (3) minutes to discuss the agenda item or amendment being considered by the City Council. The City Council may allow a speaker additional time by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their three (3) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

Cell Phones and Pagers: Cell phones must be turned off or put in silent mode and not used within the City Council Chambers during City Council meetings. Pagers must be turned off or put in silent mode within the City Council Chambers during City Council meetings. These restrictions also apply during Agenda Sessions.

Smoking Prohibited: There will be no smoking allowed in the City Council Chambers during City Council meetings.

Virtual City Council Meetings Authorized: After proper notice has been provided to the public, City Council Members are authorized to assemble, gather, meet, and conduct open public meetings (including speaking, voting and passing ordinances and resolutions) through appropriate electronic means which ensure the public's right to attend by being able to listen to the proceedings and discussions. These open public meetings include City Council meetings and agenda sessions as well as City Council Member Committee meetings.

Interpreters or Telecommunications Devices for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.



NOMINATING COMMITTEE REPORT

April 15, 2025

Meeting Dates and Times: April 7, 2025 starting at 5:00 p.m.

Members in Attendance: Mr. Robert B. Stafford, Chair (Council Member Ward 1, Position 1)
Ms. Sarah Moore (Council Member Ward 2, Position 1)
Ms. Sarah Bunch (Council Member Ward 3, Position 2)

Absent Members: Min. Monique Jones (Council Member Ward 4, Position 2).

The Nominating Committee recommends the following candidate for appointment.

Fayetteville Public Library Board of Trustees

Carla Davis. Reappointment to a Public at Large term ending April 1, 2030.
Mayor Recommendation.



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Jared Rabren, Airport Director

SUBJECT: **FIRST STAR CONSTRUCTION (SERVICE CONTRACT):**

RECOMMENDATION:

The Aviation Division and the Water and Sewer Division request approval to execute a construction contract in the amount of \$398,496.00 with First Star Construction of Farmington, AR 72730 for the proposed Hangar Infrastructure Improvements project at Fayetteville – Drake Field Airport.

BACKGROUND:

This project includes constructing approximately 1,467 [KB1](#) linear feet of 8-inch and 6-inch water line to support future hangar construction along the east side of the existing GA Apron, as well as relocating approximately 403 linear ft of existing 12-inch water main that currently runs beneath the north end of Drake Field Taxiway B. The 8-inch and 6-inch water line extension will provide fire protection capacity to facilitate future hangar development on the east side of the airfield. The 12-inch water line ruptured in 2023, resulting in closure of Taxiway B for several weeks while repairs were completed. This project will move the 12-inch line from beneath the taxiway pavement so that any future repair needs will not interrupt airport operations.

The Airport entered into an agreement with Garver, LLC to provide design, bidding, and construction phase services for the 8-inch and 6-inch water line extension project (Task Order 09). The Water and Sewer Division entered into a separate agreement with Garver, LLC to provide design and bidding services for the 12-inch water line relocation under Professional Services Agreement dated January 6, 2025. The work was bid as a single project with separate bid schedules, with the intention of awarding a single construction contract for the work. Schedule 1 work includes the 8-inch and 6-inch water line extension and will be funded by a combination of Aviation Division and ADA funds. Schedule 2 work includes the 12-inch water line relocation and will be funded using Water and Sewer Division funds.

DISCUSSION:

The Aviation Division and Water and Sewer Division are requesting permission to execute a construction contract with First Star Construction to perform construction of the water line improvements. Project funding will be a combination of an Arkansas Department of Aeronautics (ADA) grant and city funds.

A complete breakdown of the expected project funding is included below.

Engineering Services (Aviation Div.):*	\$48,000.00	ADA:	\$219,870.00
Engineering Services (Water/Sewer Div.)**:	\$25,000.00	City (Airport Div.):	\$54,971.00

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Construction Contract (First Star Construction): \$398,496.00

TOTAL: \$471,496.00

City (Water/Sewer Div.): \$196,655.00

TOTAL: \$471,496.00

*Garver Task Order 09 previously approved by City Council.

**Garver PSA dated January 6, 2025 previously approved by City Council.

BUDGET/STAFF IMPACT:

No budget impacts are expected for to The Aviation Division as Schedule 1 construction costs are within previously approved project budget limits, including contingency.

The Water and Sewer Division may expend up to \$213,820.00 from the project entitled Water System Rehabilitation . This amount includes \$171,655.00 for Schedule 2 construction, \$25,000.00 in engineering services, plus 10% project contingency of Schedule 2 construction costs, or \$17,165.00.

ATTACHMENTS: SRF (#3) , FYV Hangar Infrastructure - First Star Construction - Contract and Proposal Documents (#4), Bid 25-30 Bid Tab - Final (#5), ADA Grant Offer (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-438

FIRST STAR CONSTRUCTION (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-30 AND AUTHORIZE A CONTRACT WITH FIRST STAR CONSTRUCTION, LLC IN THE AMOUNT OF \$398,496.00 FOR WATER LINE IMPROVEMENTS AT DRAKE FIELD AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$17,165.00

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 awards Bid #25-50 and authorizes Mayor Rawn to sign a contract with First Star Construction, LLC in the amount of \$398,496.00 for water line improvements at Drake Field to allow for future hangar development, and further approves a project contingency in the amount of \$17,165.00.

City of Fayetteville Staff Review Form

2025-438

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jared Rabren

3/25/2025

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division and the Water and Sewer Division request approval to execute a construction contract in the amount of \$398,496.00 with First Star Construction of Farmington, AR 72730 for the proposed Hangar Infrastructure Improvements project at Fayetteville – Drake Field Airport.

Budget Impact:

5550.760.3960-5804.00 /
5400.720.5600-5808.00

Airport/
Water & Sewer

Account Number

Fund

24014.1 /
12009.2501

Hangar Infrastructure /
Water System Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 626,320.00

Expenses (Actual+Encum)

\$ 20,365.00

Available Budget

\$ 605,955.00

Does item have a direct cost? Yes

Item Cost

\$ 398,496.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 207,459.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____, by and between
First Star Construction a Corporation
organized and existing under the laws of the State of Arkansas hereinafter called the
"Contractor", and City of Fayetteville, hereinafter called the "Owner".

W I T N E S S E T H

That the Contractor and the Owner for the consideration stated herein mutually agree as follows:

ARTICLE 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, incidentals and services, including utility and transportation services and perform and complete all work required for the construction of **FYV Hangar Infrastructure Improvements** in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price. The Owner will pay the Contractor, because of his performance of the Contract, for the total quantities of work performed at the lump sum and unit prices stipulated in the Proposal for the Base Bid, subject to additions and deductions as provided in the SPECIAL PROVISIONS.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within forty-five (45) consecutive calendar days per phase requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in of these Contract Documents for each day of delay (\$1,000.00 per day). To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

ARTICLE 4. Contract. The executed Contract Documents shall consist of the following:

- a. Addenda (if any)
- b. Invitation to Bid
- c. Instructions to Bidders
- d. Proposal
- e. Statement of Bidder's Qualifications
- f. List of Proposed Subcontractors
- g. Performance and Payment Bonds
- h. General Provisions
- i. Special Provisions
- j. Technical Specifications
- k. Drawings
- l. Certificates of Insurance and Insurance Policies
- m. Owner's Protective Insurance

This Contract together with other Documents enumerated in this Article 4, which said other Documents are as fully a part of the Contract Documents as if hereto attached or herein repeated, form the Contract between the parties hereto. In the event that any provisions in any component part of this Contract conflicts with any provision of any other component part, the conflict shall be resolved by the Engineer whose decision shall be final.

Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

ARTICLE 5. Surety. The Surety on the Performance and Payment Bonds shall be a surety company of financial resources satisfactory to the Owner, authorized to do business in the State of the Project, and shall comply with applicable state laws.

ARTICLE 6. 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 contractor 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.

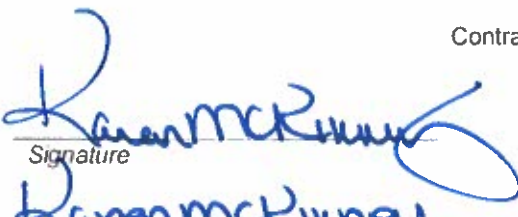
ARTICLE 7. Jurisdiction. Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas** law applying to the case.

ARTICLE 8. Indemnification. The Contractor agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

Fayetteville – Drake Field

FYV Hangar Infrastructure Improvements

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in Four (4) counterparts, each of which shall be considered an original on the day and year first written.

Attest: <u></u> Signature <u>Karen McKinney</u> Print Name	Contractor: <u>First Star Construction</u> By: <u></u> Signature <u>Melissa Sims - Member</u> Print Name and Title <u>PO Box 1444</u> <u>Farmington, AZ 86020</u> Address
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Owner: <u>City of Fayetteville</u>	
Attest: _____ Signature	By: _____ Signature
_____ Print Name	_____ Print Name and Title
	_____ Address

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Bid 25-30 Addendum 1

First Star

First Star construction

Supplier Response

Event Information

Number: Bid 25-30 Addendum 1
Title: Construction - FYV Hangar Infrastructure Improvements
Type: Invitation to Bid
Issue Date: 2/9/2025
Deadline: 3/11/2025 02:00 PM (CT)
Notes: The City of The City of Fayetteville is accepting sealed bids from properly licensed Contractors for the construction of the Hangar Infrastructure Improvements project at Fayetteville – Drake Field Airport. The project includes, but is not limited to, an 8-inch water line extension with associated appurtenances and a 12-inch water line relocation with associated appurtenances. Questions regarding this bid should be addressed to Amanda Beilfuss, Procurement Director, at abeilfuss@fayetteville-ar.gov.

Contact Information

Contact: Amanda Beilfuss - Procurement Director
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

First Star Information

Contact: Marty Stamps
Address: po box 1444
farmington, AR 72730
Phone: (479) 263-1810
Fax: (479) 267-5616
Email: mstamps@firststarnwa.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Zack Martin

Signature

Submitted at 3/11/2025 12:53:16 PM (CT)

zmartin@firststarnwa.com

Email

Requested Attachments

Bid Bond for Bid 25-30

Bid Bond.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Signature Forms for Bid 25-30

Signature Forms-Qualification
Statement.pdf

Please attach your completed forms. These documents can be found in 'FILE #01 - Project Manual' in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual, including any Bidder Qualification requirements.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

811063378

2 Arkansas Contractor License Number:

The "Municipal and Utility Construction" classification is required for this project.

0339120325

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

5 Addendum Acknowledgement:

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

Bid Lines**1 Package Header****BID SCHEDULE #1**

Quantity: 1 UOM: EA Total: \$226,841.00

Package Items

1.1 Mobilization (Total Mobilization between both Bid Schedules shall not Exceed 5% of Total Base Bid. Do NOT including Trench Excavation & Safety or Bonds & Insurance in this amount.)

Quantity: 1 UOM: LS Price: \$6,000.00 Total: \$6,000.00

1.2 Bonds and Insurance

Quantity: 1 UOM: LS Price: \$3,300.00 Total: \$3,300.00

1.3 Trench Excavation and Safety Systems

Quantity: 1 UOM: LS Price: \$1,600.00 Total: \$1,600.00

1.4 Construction Safety and Security

Quantity: 1 UOM: LS Price: \$7,750.00 Total: \$7,750.00

1.5 Erosion Control

Quantity: 1 UOM: LS Price: \$13,500.00 Total: \$13,500.00

1.6 Spot Dig and Verify Existing Utility Locations

Quantity: 1 UOM: LS Price: \$5,300.00 Total: \$5,300.00

1.7 8" DR-14 C-900 PVC Water Line

Quantity: 1168 UOM: LF Price: \$87.00 Total: \$101,616.00

1.8 6" DR-14 C-900 PVC Water Line

Quantity: 299 UOM: LF Price: \$75.00 Total: \$22,425.00

1.9 Connection to Existing Water Line

Quantity: 1 UOM: EA Price: \$1,900.00 Total: \$1,900.00

1.10 Ductile Iron Fittings

Quantity: 650 UOM: LB Price: \$24.50 Total: \$15,925.00

1.11 8" Gate ValveQuantity: 1 UOM: EAPrice: \$4,000.00Total: \$4,000.00**1.12 6" Gate Valve**Quantity: 1 UOM: EAPrice: \$3,050.00Total: \$3,050.00**1.13 Fire Hydrant Assembly**Quantity: 1 UOM: EAPrice: \$9,900.00Total: \$9,900.00**1.14 8"x 8" Tapping Sleeve & Valve**Quantity: 1 UOM: EAPrice: \$10,850.00Total: \$10,850.00**1.15 16" Steel Encasement by Open Cut**Quantity: 21 UOM: LFPrice: \$500.00Total: \$10,500.00**1.16 Anchor Collar**Quantity: 1 UOM: EAPrice: \$4,175.00Total: \$4,175.00**1.17 Material Testing and Acceptance**Quantity: 1 UOM: LSPrice: \$5,050.00Total: \$5,050.00**2 Package Header****BID SCHEDULE #2 - Deductive Alternate 1**Quantity: 1 UOM: EATotal: \$171,655.00**Package Items****2.1 Mobilization** (Total Mobilization between both Bid Schedules shall not Exceed 5% of Total Base Bid. Do NOT including Trench Excavation & Safety or Bonds & Insurance in this amount.)Quantity: 1 UOM: LSPrice: \$5,000.00Total: \$5,000.00**2.2 Bonds and Insurance**Quantity: 1 UOM: LSPrice: \$3,000.00Total: \$3,000.00**2.3 Trench Excavation and Safety Systems**Quantity: 1 UOM: LSPrice: \$1,600.00Total: \$1,600.00**2.4 Construction Safety and Security**Quantity: 1 UOM: LSPrice: \$5,050.00Total: \$5,050.00**2.5 Erosion Control**Quantity: 1 UOM: LSPrice: \$5,600.00Total: \$5,600.00**2.6 Spot Dig and Verify Existing Utilities**Quantity: 1 UOM: LSPrice: \$2,650.00Total: \$2,650.00**2.7 12" DR-14 C-900 PVC Water Line**Quantity: 403 UOM: LFPrice: \$125.00Total: \$50,375.00**2.8 6" DR-14 C-900 PVC Water Line**Quantity: 16 UOM: LFPrice: \$75.00Total: \$1,200.00**2.9 Ductile Iron Fittings**Quantity: 825 UOM: LBPrice: \$22.00Total: \$18,150.00

2.10 12" Butterfly ValveQuantity: 1 UOM: EAPrice: Total: **2.11 6" Gate Valve**Quantity: 1 UOM: EAPrice: Total: **2.12 Cut and Cap 12" Water Line**Quantity: 2 UOM: EAPrice: Total: **2.13 Fire Hydrant Assembly**Quantity: 1 UOM: EAPrice: Total: **2.14 12"x 12" Tapping Sleeve & Valve**Quantity: 2 UOM: EAPrice: Total: **2.15 6"x 6" Tapping Sleeve & Valve**Quantity: 1 UOM: EAPrice: Total: **2.16 Existing Fire Hydrant Removal**Quantity: 1 UOM: EAPrice: Total: **2.17 Material and Acceptance Testing**Quantity: 1 UOM: LSPrice: Total: **Response Total: \$398,496.00**

Fayetteville - Drake Field
FYV Hangar Infrastructure Improvements

5. BID BOND CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT we the undersigned, First Star Construction, LLC, as PRINCIPAL,
and Berkshire Hathaway Specialty Insurance Company, as SURETY, are held and firmly bound
unto the City of Fayetteville, Arkansas, hereinafter called the OWNER in the penal sum of
Five Percent of Amount Bid Dollars (\$ 5%),

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the Principal has submitted
the accompanying Proposal, dated March 11, 2025, for

"FYV HANGAR INFRASTRUCTURE IMPROVEMENTS"

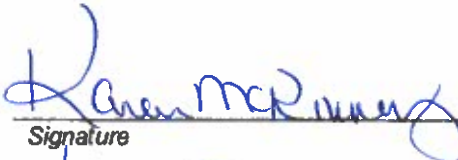
NOW, THEREFORE, if the Principal shall not withdraw said Proposal within sixty (60) days after the opening
of same, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter
into a written Contract with the Owner in accordance with the Proposal as accepted, and give bond with good
and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such
Contract, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument, under their several

seals this 10th day of March, 2025, the name and corporate seal of each
corporate party being hereto affixed and these presents duly signed by its undersigned representatives,
pursuant to authority of its governing body.

Fayetteville - Drake Field
FYV Hangar Infrastructure Improvements

SEAL

Attest: 
Signature
Karen McKinney
Print Name

Principal: First Star Construction, LLC

By: 
Signature
Melissa Sims, Member
Print Name and Title

PO Box 1444

Farmington, AR 72730
Address



Attest: 
Signature
Bryan Caneschi, Witness
Print Name

Surety: Berkshire Hathaway Specialty Insurance Company

By: 
Attorney-in-Fact - Signature
Jynell Whitehead, Attorney-in-Fact
Attorney-in-Fact - Print Name and Title

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944
Address

NOTES: Power-of-attorney for person signing for surety company must be attached to bond.



Berkshire Hathaway
Specialty Insurance

48561

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Jynell Whitehead, Catherine Thompson, Amy R. Waugh, Noah W. Pierce, Bryan M. Caneschi, 1120 South Street, Suite 650 of the city of Charlotte, State of North Carolina**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

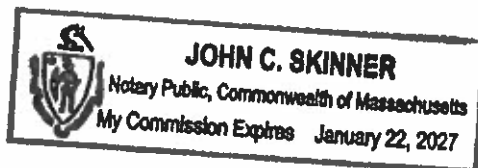


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 10, 2025.



Ralph Tortorella, Officer

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.



5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Purchasing Division.



All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).



All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.



All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents



All bids shall be received before the stated deadline utilizing the City's electronic bidding platform or submitting a physical sealed bid to the City Purchasing Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.



Additional Information Required:

- AR Secretary of State Filing #: 811063378 OR submit electronically.
- Arkansas Contractor License #: 0339120325 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

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SPECIFICATIONS AND CONTRACT DOCUMENTS

FAYETTEVILLE – DRAKE FIELD (FYV)

FAYETTEVILLE, ARKANSAS

HANGAR INFRASTRUCTURE IMPROVEMENTS

**CITY OF FAYETTEVILLE BID #25-30
GARVER PROJECT NUMBER 2302180**

Prepared For:

City of Fayetteville

February 2025



Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

010400 - PROPOSAL

Place City of Fayetteville

Date 3-11-2025

Proposal of First Star Construction, LLC

a corporation organized and existing under the laws of the State of Arkansas

Tax ID Number (TIN): 47-2188168

UEI #: LPM1HLJJE2Q5

CAGE Code: 816Z7

or

Proposal of _____

a partnership consisting of _____

or

Proposal of _____

an individual doing business as _____

To: City of Fayetteville

This bid results from your advertisement for bids for the construction of the **FYV Hangar Infrastructure Improvements**.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents including all Addenda, and being familiar with all of the conditions relating to the construction of the proposed project, hereby agrees to comply with all other conditions or requirements set forth in the Plans, Specifications, and other Contract Documents, and further proposes to; furnish all material, supplies, equipment, and appliances; to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Plans, Specifications, and other Contract Documents at and for the lump sum and unit prices proposed in the attached Unit Price Schedule(s).

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within forty-five (45) consecutive calendar days per phasing requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages (\$1,000.00 per day), and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in of these Contract Documents.

Basis of Award: Basis of award shall be the lowest total Base Bid received so long as such bid is deemed responsive and is within available project funding. In the event no responsive bid is received with a Base Bid within the amount of available project funding, deductive alternates shall be applied in the order shown below. Deductive alternates shall be applied as shown to all bids received until a responsive bid is obtained that is within the amount of available project funding. In the event all deductive alternates are subtracted and no bid falls within available project funding, all bids shall be rejected and become confidential. The City shall have the authority to negotiate and award with the apparent responsive responsible bidder so long as the low bid is within twenty-five percent (25%) of the certification of funds. The order in which the aggregate of the combined

Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

schedules shall be considered for award is as follows:

1. Base Bid (Schedule 1 + Schedule 2)
2. Deductive Alternate 1 (Base Bid – Schedule 2)

Bidder acknowledges receipt of the following addendum (addenda):

#1 3-3-25 and _____
_____ and _____
_____ and _____

The undersigned Bidder agrees that this bid shall be good and shall not be withdrawn for a period of sixty (60) calendar days after the opening thereof. If written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this Proposal is withdrawn, the undersigned agrees to execute and deliver an Agreement (Contract) in the prescribed form, and furnish the required Performance and Payment Bond, within ten (10) days after the Agreement is presented to him for signature.

It is understood by the undersigned Bidder that the Owner reserves the right to reject any or all bids.

Accompanying this Proposal as bid security is a cashier's ~~check~~/bid bond (*strike one*)

in the amount of 5% Dollars (\$ 398,496),
being not less than five percent (5%) of the total amount of the base bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award, then this bid security is to become the property of the Owner as liquidated damages for the delay and additional expense to the Owner caused by such failure or refusal.

Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

SEAL (If Bidder is a Corporation)

Bidder: First Star Construction

Tax Identification No: 47-2188168

Attest: Karen McKinney
Signature
Karen McKinney
Print Name

By: [Signature]
Signature
Melissa Sims, Member
Print Name and Title

PO Box 1444
Farmington, AR 72730
Address

797 N Salem Rd Ste 200
Fayetteville, AR 72704
Office Address of Bidder

NOTES: Sign in ink. Do not detach.
Items must be bid upon as specified in the Unit Price Schedule.

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Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

010440 - LIST OF PROPOSED SUBCONTRACTORS

I, the undersigned General Contractor, hereby certify that proposals from the following Subcontractors were used in the preparation of my bid. I agree that if I am the successful Bidder and if the following subcontracts are approved, I will not enter into contracts with others for these divisions of the work without prior written approval from the Engineer and the Owner.

For Annual Gross Receipts:

- Enter 1 for Less than \$1 Million
- Enter 2 for More than \$1 Million, Less than \$5 Million
- Enter 3 for More than \$5 Million, Less than \$10 Million
- Enter 4 for More than \$10 Million, Less than \$15 Million
- Enter 5 for More than \$15 Million

Type of Work: *No Sub Contractors*

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

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Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Type of Work:

Subcontractor's Name:

Arkansas License No.:

Address:

DBE: Yes / No (circle one) Contract Amount:

SBE: Yes / No (circle one)

Date Firm Established:

Annual Gross Receipts (enter the range only):

Bidder (General Contractor): First Star Construction, LLC

Arkansas License No.: 0339120325

Address: Po Box 1444, Farmington, AR 72730

DBE: Yes / No (circle one)

SBE: Yes / No (circle one)

Date Firm Established: 10/27/14

Annual Gross Receipts (enter the range only): 0-5

By: [Signature]

Title: member

*Signature must be the same as on the Proposal form.

Notes:

- (1) General Contractor and subcontractors shall have a certificate of license with the proper classification from the State Contractors Licensing Board before his or her bid is submitted.
- (2) Certificates of license shall be provided with this form at the time of the bid opening.
- (3) The Bidder shall supply a copy of IRS Form W9, Request for Taxpayer Identification Number (TIN) and Certification with the bid.

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Fayetteville – Drake Field
FYV Hangar Infrastructure Improvements

010480 - BIDDER'S CHECKLIST OF REQUIRED ITEMS

This Bidder's Checklist is provided to ensure all required forms are completed and returned as part of the bid submission. All forms must be included as indicated for a bid to be considered a complete, responsive bid. Appropriate signatures and date are required on each document. If an item is missing, the bid may be declared unresponsive and therefore rejected. **This sheet will serve as the cover sheet for the bid submission.**

Spec. Section	Description	Completed*
	Acknowledgement of All Addenda	☒
	Bid contains the following forms:	
010200	1. Insurance Coverages (Current Auto, Liability, and Worker's Comp Insurance)	☒
010300	2. Bid Bond	☒
010400	3. Proposal (including Unit Price Schedules)	☒
010420	4. Statement of Bidder's Qualifications	☒
010440	5. List of Proposed Subcontractors	☒

*Check when filled out, signed, and included with submission of bid packet.

Within ten (10) days after Notice of Award:

Bidder acknowledges that within ten (10) days after Notice of Award, Successful Contractor is required to complete the following before execution and award of the contract:

- | | |
|---------|--|
| 010600 | 1. Contract (all pages and supporting documents) |
| SP-C-01 | 2. Completed Certificates of Insurance |

Prior to Construction:

Contractor required to submit Construction Schedule before construction begins.

Seal (if incorporated) _____ Bidder Name: First Star Construction, LLC

Address: PO Box 1444

City, State, Zip Code: Farmington, AR 72730

Contractor Number: 0339120325

Contact Name: Zack Martin

Title: Project Manager

Contact Number: 479-462-3123

Contact Email: Zmartin@FirstStarNWA.com

Signature of Authorized Agent for Bidder: 

Date: 3/11/2025

Statement of Bidder's Qualifications

1. Name of bidder: First Star Construction, LLC
2. Permanent main office address: 797 N. Salem Rd, Ste 150, Fayetteville, AR 72704
3. When Organized: October 27, 2014
4. If a corporation, where incorporated: Arkansas
5. How many years have you been engaged in the contracting business under your present firm or trade name? 10+ years
6. Contracts on hand and in progress: Schedule A
7. General character or work performed by your company: Plumbing Underground, Piping, Cable, Trenching, Boring, Water and Sewer Lines (Domestic and Public)
8. Have you ever failed to complete any work awarded to you? No
9. Have you ever defaulted on a contract? No
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? No
11. List the most important projects recently completed by your company: Schedule B
12. List your major equipment available for this contract. Schedule C
13. Experience in construction work similar in importance to this project.

Schedule A

Poigai, PH 1,2,3
Spring Creek
Calcon Office / Site

Midtown Landing
Ramsey Village

Lorraine Park
Forest Hills Villas

Schedule B

Farmington Hills
Wedington Drive

Forest Hills Cottage

Water Line Relocation

14. Background and experience of the principal members of your organization including officers: Reference Other Attachments

15. Electrician's License?

16. Credit Available: Open, Have savings, and line of credit. Bonding information below.

Surety Name: Wilis Towers Watson Southeast, Inc.

Address: PO Box 505210, Saint Louis, MO 63150-5210

Bonding Agent: Jynell Whitehead, Client Services Specialist, PH: 703-344-4878

Address: 1120 South Tryon Street, Ste 650, Charlotte, NC 28231-1817

Aggregate Bond Capacity: \$50,000,000.

Available Bond Capacity: \$42,000,000.

17. Bank Reference: Grand Savings Bank www.grandsavingsbank.com

Address: 1925 N. College Avenue, Fayetteville, AR

Account Manager: Bob King, PH: 800-460-2070

Surety Name: Wilis Towers Watson Southeast, Inc.

Address: PO Box 505210, Saint Louis, MO 63150-5210

Bonding Agent: Jynell Whitehead, Client Services Specialist, PH: 703-344-4878

Address: 1120 South Tryon Street, Ste 650, Charlotte, NC 28231-1817

Aggregate Bond Capacity: \$50,000,000.

Available Bond Capacity: \$42,000,000.

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Springdale Sewer Commission. Yes

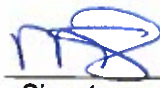
Fayetteville – Drake Field

FYV Hangar Infrastructure Improvements

19. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner, in verification of the recitals comprising this statement of Bidder's Qualifications.
20. The Bidder shall provide a brief description of any litigation or administrative proceeding of the following types, either pending or concluded within the preceding year, to which the Bidder (and the ultimate controlling person, if different from the Bidder) or any of its directors or executive officers was a party or of which the property of any such person is or was the subject; the names of the parties and the court or agency in which such litigation or proceeding is or was pending shall be given:
- (a) Administrative or judicial proceedings of any state federal agency or authority concerning environmental violations;
 - (b) Proceedings which may have a material effect upon the solvency of the ultimate holding company, including but not necessarily limited to, bankruptcy and receivership; and
 - (c) Criminal proceedings.

Dated at Fayetteville this 11 day of March, 2025.

Bidder: First Star Construction

By: 
Signature

Melissa Sims, Member
Print Name and Title

Arkansas Contractors Licensing Board



Name:

- OR -

ID Number:

- OR -

License No.: (enter only first six digits, including zeros)

[Click Here For Advanced Search](#)

Found 1 contractor(s):

Name	Valid	Restricted	Suggested Bid Limit	ID Number	Registration No	Type	Address	Phone	Fax	City	State	County	Zip	License No.	Expires	Lic Extended To	Classifications
FIRST STAR CONSTRUCTION LLC	Yes		Unlimited	40484		Commercial	PO BOX 1444	479- 445- 2571	479- 267- 5616	FARMINGTON	AR	Washington	72730	0339120325	03/31/2025	05/16/2025	Building - (Commercial & Residential), Underground Piping, Cable, Trenching, Boring, Water and Sewer Lines, Plumbing

To see if a contractor has any complaints or violations, please contact us at 501-372-4661 or email us at contractors.licensing.board@arkansas.gov

Any contractor with "Yes" or "Extended" showing in the "Valid" column is considered to be an active and valid contractor according to the latest data at the Arkansas Contractor Licensing Board as of Mar 10, 2025 at 14:27PM.

If you cannot find the contractor that you're searching for, please contact the AR Contractor Licensing Board office at 501-372-4661.
A complete roster is generated nightly. Click here to download it: [latestroster.csv](#).



FIRSTAR-01

ABEERS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/7/2025

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

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

PRODUCER Sims & Renner Insurance 1280 East Stearns St. Suite 5 PO Box 9930 Fayetteville, AR 72703	CONTACT NAME:	
	PHONE (A/C, No, Ext): (479) 684-4100	FAX (A/C, No): (479) 684-4111
INSURED First Star Construction, LLC PO Box 1496 Farmington, AR 72730	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Owners Insurance Company	NAIC # 32700
	INSURER B: Auto Owners	18988
	INSURER C: Ohio Casualty	24074
	INSURER D: Benchmark Specialty Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER General Aggregate			70377943	6/21/2024	6/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			5158238802	6/21/2024	6/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5158238801	6/21/2024	6/21/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A106593731	6/21/2024	6/21/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	☒ Equipment Floater			BMO58245553	8/29/2024	8/29/2025	Rented/Leased 600,000
D	☒ Pollution Liability			MNGRP2001882	1/31/2025	1/31/2026	Pollution Liability 1,000,000

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

Project:

Construction - FYV Hangar Infrastructure Improvements - Drake Field Airport
City of Fayetteville, Arkansas Bid No. 25-30
Garver, LLC Project No. 2302180

Owner: City of Fayetteville, 4500 S. School Avenue, Fayetteville, AR 72701
Engineer: Garver LLC, 2049 E. Joyce Blvd., Ste. 400, Fayetteville, AR 72703
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville
4500 S. School Avenue
Fayetteville, AR 72701

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Sims & Renner Insurance		NAMED INSURED First Star Construction, LLC PO Box 1496 Farmington, AR 72730	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: **ACORD 25** FORM TITLE: **Certificate of Liability Insurance**

Description of Operations/Locations/Vehicles:

Owner and Garver LLC shall be includes as an additional insured by endorsement #CG2010 (11/85) on the General Liability and #CA2048 on the Automobile and Umbrella or substitute endorsements providing equivalent coverage. Coverage shall be Primary and Non-Contributory with respect to any other insurance or self-insurance programs afforded to the Owner and Garver LLC. Waiver of Subrogation applies in favor of the Owner and Garver LLC on all policies.

Worker's Compensation and Employers Liability Insurance Policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

WC 00 03 13

We have the right to recover our payments from anyone liable for any injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ARKANSAS

Any person for whom, or organization in which, you perform a service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. EXTENDED WATERCRAFT LIABILITY

SECTION I - COVERAGES, COVERAGE A -

BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended. Exclusion g.(2) is deleted and is replaced by the following exclusion.

(2) A watercraft you do not own that is:

- (a) Less than 50 feet long; and
- (b) Not being used to carry persons or property for a charge;

2. HIRED AUTO AND NON-OWNED AUTO LIABILITY

Coverage for "bodily injury" and "property damage" liability provided under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is extended as follows under this item, but only if you do not have any other insurance available to you which affords the same or similar coverage.

Coverage

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

- a. You do not own;
- b. Which is not registered in your name; or
- c. Which is not leased or rented to you for more than ninety consecutive days and which is used in your business.

Exclusions

With respect to only **HIRED AUTO AND NON-OWNED AUTO LIABILITY**, the exclusions which apply to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, other than the Nuclear Energy Liability Exclusion Endorsement, do not apply. The following exclusions apply to this coverage.

This coverage does not apply to:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.
- b. Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) That are, or are contained in any property that is:
 - 1) Being transported or towed by, handled or prepared for placement into or upon, or taken from the "auto";
 - 2) Otherwise in the course of transit by you or on your behalf; or
 - 3) Being disposed of, stored, treated or processed into or upon the "auto";
 - (b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or
 - (c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting on your behalf.Paragraph c.(1)(a) does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

Paragraphs **c.(1)(b)** and **c.(1)(c)** do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.
- f. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to any insured; or
 - (2) Property in the care, custody or control of any insured other than "property damage" to

a residence or a private garage by a private passenger "auto" covered by this coverage.

- g. (1) "Bodily injury" to:
 - (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
 - (b) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **g.(1)(a)**.
- (2) This exclusion applies:
 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- (3) This exclusion does not apply to:
 - (a) Liability assumed by the insured under an "insured contract".
 - (b) "Bodily injury" to any "employee" of the insured arising out of and in the course of his or her domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following provision.

SECTION II - WHO IS AN INSURED

- a. Each of the following is an insured with respect to this coverage.
 - (1) You.
 - (2) Your partners if you are designated in the Declarations as a partnership or a joint venture.
 - (3) Your members if you are designated in the Declarations as a limited liability company.
 - (4) Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
 - (5) Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.
- b. None of the following is an insured:
 - (1) Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.
 - (2) Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

- (a) Such person; or
- (b) Any partner or "executive officer" of yours or a member of his or her household; or
- (c) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
- (4) The owner or lessee (of whom you are a sub-lessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
- (5) Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE** is deleted and replaced by the following provision.

SECTION III - LIMITS OF INSURANCE

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - (1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - (2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

- (a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
- (b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. BROADENED SUPPLEMENTARY PAYMENTS **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Paragraph 1.d. is amended.**

The amount we will pay for the actual loss of earnings is increased from \$250 per day to \$400 per day.

4. ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following provision is added to **SECTION III - LIMITS OF INSURANCE**.

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. PERSONAL INJURY EXTENSION

- a. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is attached to this policy, then this provision, **5. PERSONAL INJURY EXTENSION**, does not apply.
- b. If the endorsement EXCLUSION - PERSONAL AND ADVERTISING INJURY, CG 21 38, is not attached to this policy, then under **SECTION V - DEFINITIONS, 14**, "Personal and advertising injury" is deleted and replaced by the following definition.
 - 14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private

occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement";
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or
- h. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

6. BROADENED KNOWLEDGE OF OCCURRENCE SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit is amended. The following condition is added.

Paragraphs a. and b. of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

- a. If the notice of a new claim is given to your "employee"; and
- b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply to you or to any officer, director, partner, risk manager or insurance manager of yours.

7. DAMAGE TO PREMISES RENTED TO YOU

- a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended.

- (1) The last paragraph is deleted and replaced by the following paragraph.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, b. Limits of Insurance.**

- (2) The following additional exclusions apply to "property damage" arising out of water damage to premises rented to you or

temporarily occupied by you with permission of the owner.

- (a) "Property damage" to:

- 1) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or
- 2) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

- (b) "Property damage" caused by or resulting from any of the following:

- 1) Mechanical breakdown, including bursting or rupture caused by centrifugal force;
- 2) Cracking, settling, expansion or shrinking;
- 3) Smoke or smog;
- 4) Birds, insects, rodents or other animals;
- 5) Wear and tear;
- 6) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or
- 7) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:
 - a) You make a reasonable effort to maintain heat in the building or structure; or
 - b) You drain the equipment and shut off the water supply if the heat is not maintained.

- (c) "Property damage" caused directly or indirectly by any of the following:

- 1) Water that backs up from a drain or sewer;
- 2) Mud flow or mudslide;
- 3) Volcanic eruption, explosion or effusion;
- 4) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;
- 5) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not; or
- 6) Water under the ground surface pressing on, or seeping or flowing through:
 - a) Walls, foundations, floors or paved surfaces;

- b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (d) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.
- b. Limits of Insurance**
With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, Paragraph 6. is deleted and replaced by the following Paragraph.
6. The most we will pay under Coverage A for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.
- c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, Paragraph b. is amended. The word fire is amended to include fire, lightning, explosion, smoke or water damage.
- 8. BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**
 - a. (1) **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (a) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (b) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured.
 - (2) This provision applies only with respect to liability for:
 - (a) "Bodily injury";
 - (b) "Property damage"; or
 - (c) "Personal and advertising injury" caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- c. The following provision is added to SECTION III - LIMITS OF INSURANCE.**
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 9. BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**
 - a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:
 - (1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or
 - (2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
 - b. This provision is subject to the following additional exclusions.
 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
 - (2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.
 - c. The following provision is added to **SECTION III - LIMITS OF INSURANCE.**
The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**
SECTION II - WHO IS AN INSURED is amended. Paragraph 3. is deleted and replaced by the following provision.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain

ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION
SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended. The following provision is added to **8. Transfer Of Rights of Recovery Against Others To Us**.

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.



October 24th, 2024

To: Whom It May Concern

Re: First Star Construction, LLC – Workers Compensation Experience Rating

Below are the Experience Rating Factors (EMR) for the most recent 4 policy periods. Due to premium size, there was not an Experience Rating Factor for 2020 – so the EMR would be considered 1.00.

2020 – 1.00

2021 - .82

2022 - .75

2023 - .74

2024 - .77

Please advise if any additional information is needed.

Sincerely,
Sims & Renner Insurance

Kevin Renner

**1280 E. Stearns, Fayetteville, AR 72703
P.O. Box 9903 Fayetteville, AR 72703
Phone (479) 684-4100; facsimile (479) 684-4111**

Schedule “A”

**Current Experience
(Ongoing Projects)**

Schedule A – Current Experience – Ongoing Projects

Project Name: Smyth House, (14 Home) 1629 N. Crossover Road, Fayetteville
Owner's Contact Person: Ted Belden, Old Buildings, LLC & Aria Holdings, LLC
Company: Structure Building
Contract Date: 9/19/2024
Cost of Work: \$782,805.66 (Bonded)

Project Name: Poigai Phase 2 and 3 ongoing – Phase 1 Complete
Company: Pagan Incorporated
Contract Date: August 2024
Cost of Work: \$2,166,577.87 – Phase 3
Cost of Work: \$2,038,088.06 – Phase 2
Cost of Work: \$3,542,868.59 – Phase 1 – Completed

Project Name: 7Brew Drive Thru Coffee, Neosho, MO
Owner: 7Brew / Brew Culture LLC
Company: CTAR, Inc.
Company Ph No: 479-466-3381 (David Karr)
Contract Date: October 2024
Cost of Work: \$117,036.95

Project Name: Midtown Landing-Storm Drain and Sewer, Fayetteville
Company: Legacy Ventures NWA, Inc.
Contract Date: 8/13/2024
Cost of Work: \$137,555.62

Project Name: Lorraine Park of Lowell Multi-Family Residential Development
Design Engineer: 4iE Engineering
Company: Leisure Homes Corporation
Contract Date: 10/03/2024
Cost of Work: \$2,560,570.15 (Bonded)

Project Name: Spring Creek Village-A Multi-Family Development
203 Sewer Line Relocation & Site Development
Design Engineer: 4iE Engineering, Cave Springs, AR
Company: Leisure Homes Corporation
Contract Date: 6/20/2024
Cost of Work: \$2,058,548.00 (Bonded)

Project Name: Ramsey Village – Water, Sewer and Right of Way (Street)
Design Engineer: Colt Malloy (Core Architects)
Company: Maven Ramsey Village Properties LLC
Contract Date: 1/29/2024
Cost of Work: \$564,379.50 (Bonded)
Cost of Work: \$9,529,208.34 - Residential
Cost of Work: \$2,099,999.58 – Ramsey Site Development

Project Name: Pea Ridge Apartments
Company: Structure Building Company, Inc.
Contract Date: 2023
Cost of Work: \$1,720,000.00

Project Name: Pinnacle Auto Club-Road Extension
Contract Date: Jan 2024
Cost of Work: \$1,169,433.72

Project Name: Forest Hills Villas – Water, Sanitary Sewer, Street & Storm Drainage
Company: 3549 W. Black Forest, Fayetteville
Contract Date: 2/22/2024
Cost of Work: \$189,131.97 (Bonded) and \$612,474.26

Project Name: Mountainside Water / Mountainside's Property
Owner's Contact Person: Bryan Jesse
Company: Mountainside Properties, LLC
Contract Date: 4/11/2024
Cost of Work: \$331,250.64 – Site Development

Project Name: Mountainside Properties – Waterline
Company: Bryan Jesse - Mountainside Properties, LLC
Contract Date: 4/11/2024
Contract Date: 12/19/2023
Cost of Work: \$75,531.79 (Bonded)

Project Name: The Reserves at Osage Creek – Site Restoration
Company: JW Real Estate Holdings, Rogers, AR
Contract Date: 3/5/2024
Cost of Work: \$11,550.00 (Bonded)
Cost of Work: \$349,034.75 – Site Development

Project Name: Matar Shop, Tontitown
Company: Alliance Concrete
Contract Date: August 2024
Cost of Work: \$530,319.94

Project Name: The Plaza at Pinnacle Springs

Contract Date: 12/28/2023

Cost of Work: \$1,594,400.00 (Bonded)

Project Name: Vaughn Recycling, Fayetteville-Site Development & Expansion

Owner's Contact Person: Levi Vaughn

Design Engineer: Blew and Associates

Company: Vaughn Recycling

Contract Date: 9/30/2024

Cost of Work: \$295,477.00

Project Name: Butterfield Coach Mini-Storage – Site Development

Company: BC Storage, LLC / JEM Holdings, LLC

Contract Date: 6/8/2023

Cost of Work: \$1,619,281.00 (Bonded)

Project Name: Calcon Office, Site Development, Water Line and Hydrant

Owner's Contact Person: Drew Mayer, VP

Company: Calcon, Inc.

Company Ph No: 479-273-5558

Contract Date: 12/18/2023

Cost of Work: \$650,350.01

Project Name: House Church Pipeline

Company: Be The House, Inc.

Contract Date: March 2022

Cost of Work: \$100,613.00

Schedule “B”

Previous Experience
(Completed Projects)

Schedule B – Previous Experience – Completed Projects

Project Name: Farmington Hills – Residential and Site Work

Company: Lots 102 Holdings, LLC

Contract Date: Sept. 2021

Cost of Work: \$3,972,6726.74

Project Name: Forest Hills Cottages – Residential and Site Work

Company: Lots 10 Holdings, LLC

Contract Date: August 2021

Cost of Work: \$4,416,099.12

Project Name: Elm Street Subdivision

Company: Structure Building Company, Inc.

Contract Date: March 2021

Cost of Work: \$520,029.56

Project Name: Campus Edge

Company: Fayetteville Partners

Contract Date: September 2023

Cost of Work: \$285,050.00

Project Name: Wedington Drive Mini Storage, Phase I

Company: Planet Storage, Phase 1 and 2 - Site Development

Contract Date: December 2020

Cost of Work: \$5,204,985.00 – Phase 1

Cost of Work: \$2,614,883.23 – Phase 2

Project Name: Huntington Place - Site Development
Company: Peugeot Development
Contract Date: March 2021
Cost of Work: \$534,151.00

Project Name: DOT Tipton Road
Company: Mr. Nate Wetzel & Mrs. Amy Wetzel
Contract Date: June 2022
Cost of Work: \$43,770.00

Project Name: Waterline Relocation-Hwy 59 Passing Lane Project (ARDOT)
Contract Date: 2/22/2024
Cost of Work: \$291,723.97 (Bonded)

Project Name: Van Buren – Southside Cluster
Company: MRS DUH Holdings, LLC
Contract Date: 2023
Cost of Work: \$78,471.00

Project Name: LSAW Plaza: Earthwork
Company: Kee, LLC
Contract Date: July 2022
Cost of Work: \$118,410.00

Project Name: Leverett Multi Family Apartments
Company: Huffman Contractors
Contract Date: January 2022
Cost of Work: \$78,258.04

Project Name: LSAW Plaza: Sewer line Project
Company: Kee, LLC
Contract Date: June 2022
Cost of Work: \$48,453.96

Project Name: LSAW Plaza: Waterline Project
Company: Kee, LLC
Contract Date: June 2022
Cost of Work: \$102,798.25

Project Name: Pinnacle Collector Suites – Road Improvements
Contract Date: 8/9/2023
Cost of Work: \$518,037.00 (Bonded)

Project Name: Lewis Chrysler
Company: Double S Dirtworks
Contract Date: November 2022
Cost of Work: \$939,078.17

Project Name: 7Brew Bentonville
Company: CTar, LLC
Contract Date: September 2023
Cost of Work: \$246,858.18

Schedule “C”

Major Equipment Available

First Star Construction LLC - Equipment List

Year	Description	ID/Serial number
2014	Caterpillar Backhoe 420F-4A	CSKR0571
2010	Caterpillar Tractor D5KXL	0WWW00955
2011	Hamm Roller MDL 3307	H1890523
2012	Terex 250 Wheel Loader	DHKHLXKO170041018
2011	Caterpillar D3RXL	FFF00680
2011	Genie Boom Lift Z-45/25JIC	Z452511A-42280
2016	John Deere 245GLC	1FF245GXEFE600940
2017	Bobcat E50 Excavator	A11813733
2011	Hamm VIP Roller	H1791340
	Kobelco Hydraulic Excavator SK210-9	YQ13T2422
	Bobcat Loader w/Bucket ATTMT	B47C12292
	Bobcat E45 Excavator	B2VY12520
2009	Caterpillar 140M Motorgrader	MCB9D01914
2017	Volvo A30 Truck	A30G742068
2013	Kobelco Crawler Excavator SK230SR	LA0803028
2012	Caterpillar Crawler Dozer D6T	SLF01067
	Wacker G70 Generator	5879297
2017	Kobelco Excavator SK300LC	LB0800168
	Roto-Screen 454 Portable Trommel Screen	914204-2181144
	Roto Screen Mesh 1.25" Square Opening	TBD
2020	Bobcat T740	B3CA17953
	Bobcat Mini Excavator	B3Y217490
	Bobcat 18	7323842
	Bobcat 12	7323833
	Kubota Track Loader, SVL75-2 HFWC	KBCZ052CHL1L54175
2021	Kobelco Excavator - Hydraulic SK300LC-10	LB08-605066
2015	Hamm Roller H11iX	H2100483
	Case SV216 Roller, 84 Smooth Drum Roller	DDDS216DNHWTC3004
	Kubota SVL97-2HFC Skidsteer	KBCZ064CKM1D62534
2014	Toyota Forklift 8FGU25	8FGU25-62995
2021	Komatsu D51EX Dozer	15267
2021	Komatsu D61 Dozer 6X-24	45211
2008	Caterpillar D6TXL Bulldozer	THX10242
1993	Vermeer BB256 Hay Buster	1VRA10147R1001086
2021	FAE UML/SSL-150 Sonic Mulcher	20-2273
	Kubota SVL97-2HFC D-6 Dozer	KBCZ064CPN1B68652
	Komatsu D39PX-24 Bulldozer	KMT0D130AFA095012
2022	Komatsu Model PC88MR-11	10549
	Komatsu WA200-5 Wheel Loader	KMTWA052P01065262
2017	Bobcat T740 Skidsteer	B3CA15551
2022	John Deere Rotary Cutter RC788	1T0RC78BTM0001244
	Caterpillar 330-07GC Hydraulic Excavator	GDW00197
	Komatsu WA270-8 Wheel Loader	86032
2017	Volvo EC250EL	VCEC250EC00316082
2017	Laymor SM300 Sweeper Ride On	37672
	Komatsu WA270-8 Wheel Loader with 60 JRB	A30223
2016	Bobcat Mini E32 Mini Excavator	B2VV12291
2005	Dynapak Roller C5152	3487362
2021	Komatsu WA270-8 Track Loader	A30379
	Komatsu PC88MR-11 with attachments	S#C40681
2014	Lay-More Sweeper 8HC	32997
	Lot w/2 Leica Icon GPS60 Rovers	14298
	Bobcat Breaker HB980	A00423032
	New Holland Grapple 72	523840
	Kubota Landpride Bucket AP-HD74LLC	1613567
2013	Skyjack Scissor Lift 19	22049105
	Bomag BMP8500 Roller Walk behind	S/N 101720131776
	Tomco Wash Trailer	4515B
	Hiper VR Base & Rover 915+ Station w/2	1028526-01-DAF
	Komatsu D61EXi-24	B66431
2010	Genie Lift	
2013	Caterpillar 329EL Excavator	
2023	Komatsu PC88MR	

Resumes of Officers and Key Individuals

Charles Raymond Solomon Jones

700 H Street

Miami, OK 74354

solomon.jones@proton.me

Cell phone: 479.422.5902

PROFESSIONAL SKILLS PROFILE

Communication

Personnel management

Resource management

Detail oriented

Budget planning

Project execution and management

Logistics

Windows proficiency

Team supervision and leadership

EMPLOYMENT EXPERIENCE

EMPLOYMENT EXPERIENCE

First Star Construction, Farmington, Arkansas

Project Manager | July 2021 - Present

- Collaborate with builders and developers to secure projects, supporting preconstruction efforts in budgeting and scheduling.
- Lead and develop a high-performance team, providing training, mentorship, and timely performance evaluations.
- Ensure compliance with owner and subcontractor agreements; represent the company in owner/design meetings to convey accurate project information.
- Manage contingency and allowance logs, maintain client communications, and address warranty issues.
- Oversee comprehensive project documentation, including RFIs and legal notices, supporting timely project closeout and warranty management.
- Enhance on-site safety protocols and ensure all project documents are accessible to trades.

A-Co. Construction, Fayetteville, Arkansas

Field Supervisor | June 2019 – July 2021

- Pre-plan work activities to meet contract, scheduling, and quality requirements, including safety action plans.
- Review contracts and project documentation to ensure compliance with specifications.
- Direct field personnel, schedules, and operations while emphasizing safety, quality, and production.
- Conduct administrative tasks, including weekly scheduling and updating project files.
- Train and motivate employees, occasionally operating heavy equipment and assisting with labor as needed.

Transplace, Lowell, Arkansas

Carrier Sales Representative | September 2018 to June 2019

- Contacted carriers daily to identify capacity needs and input into the brokerage software system.
- Analyzed freight markets and built strong relationships with carriers to optimize service.
- Negotiated rates and managed carrier profiles to maximize margins and ensure coverage.
- Developed a deep understanding of freight networks and carrier supply and demand dynamics.

Dedicated Planner | December 2014 - September 2018

- Planned and procured freight for a fleet of pre-purchased dry-van truckload capacity.
- Maximized equipment utilization by reducing deadhead miles and dwell time.
- Cultivated positive customer relationships and served as the primary point of contact for billing and invoicing.

Greenland Auto Salvage and Towing Service, Inc., Greenland, Arkansas

Operations Manager | 2014 - December 2014

- Oversaw daily operations, ensuring all employees met company goals and performance standards.
- Developed and implemented marketing strategies to enhance business growth and visibility.
- Conducted environmental quality surveys to ensure compliance with state and federal regulations.

Marten Transport, LTD., DeSoto, Texas

Regional Coordinator | November 2013 - December 2014

- Managed a fleet of 25 trucks while ensuring driver satisfaction and operational performance.
- Communicated vital information to drivers and coordinated loading/unloading appointments.

Greenland Auto Salvage and Towing Service, Inc., Greenland, AR

Office Manager | December 2011 – January 2013

- Responsible for dispatching multiple trucks and managing vehicle storage and inventory.

ESJ Contractors, Inc., Fayetteville, Arkansas

President | December 2006 - December 2011

- Managed residential and commercial construction projects with a focus on project execution and financial management.
- Successfully completed projects valued up to \$450,000 and managed annual revenue of up to \$600,000.

United States Marine Corps, Sergeant

Rifleman | April 2002 – February 2009

- Developed leadership and operational skills in chaotic conditions, training and directing teams effectively.

EDUCATION

University of Arkansas, Fayetteville, Arkansas

Bachelor of Science in Business Administration: Transportation & Logistics, December 2012

- Minor: Marketing | GPA: 3.89
- Chancellor's List, Spring 2012

Northwest Arkansas Community College, Bentonville, Arkansas

Associate of Science in Business, August 2011 | GPA: 3.41

- Dean's List, Spring 2011

DECORATIONS/AWARDS/ACHIEVEMENTS

United States Marine Corps

- Navy & Marine Corps Combat Action Ribbon
- Navy & Marine Corps Presidential Unit Citation
- Global War on Terrorism Medals, and other honors

Boy Scouts of America

- Eagle Scout

MELISSA SIMS

PO Box 397 • Farmington, AR 72730 • 479-445-2571 • msims@hmailnwa.com

BRIEF

Entrepreneur with 15+ years of combined experience as a Real Estate Broker, Banking Executive, Property Manager, and Construction Company Owner encompassing property development, construction of infrastructure including fiber optic/water/sewer, commercial and residential construction and aircraft leasing. Hands-on management expertise with the ability to create in-depth strategic plans, set the vision and communicate with clients/customers and vendors in order to deliver results across multiple platforms.

STRATEGIC QUALIFICATIONS

- Offering a Bachelor's Degree in Business Administration with an Accounting major along with solid experience overseeing accounting and human resource functions for multiple construction, property management, property development, and Real Estate operations as LLC principal.
- Expertise in building relationships with engineers and architects along with experience creating in-depth strategic plans directing operations, and negotiating multimillion-dollar agreements:
 - Strategic Planning
 - Performance Management
 - Contract Negotiation
 - Quality Management
 - Project Management
 - Business Plans
 - Employee Relations
 - Hiring/Evaluating
 - Policies Procedures
 - Leadership/Supervision
- Specialized expertise performing project management functions, conferring with superintendents and project managers in order to achieve cost and completion objectives.
 - Land Development
 - Project Management
 - Construction Management
 - Underground Boring
 - Fiber Optic Cable
 - Water & Sewer Lines
- Financial Accounting, estimates, analysis, forecasting, and P&L expertise in order to achieve strategic goals:
 - Bookkeeping
 - Financial Reporting
 - Budgeting/P & L Analysis
- Strong relationship building skills necessary for negotiating multimillion-dollar agreements as well as working with vendors, clients, architects, engineers, inspectors, and regulators.
- Solid experience in office management, design and layout, procurement, engineering and multiple site construction management operations.
- Licensed Real Estate Broker, Arkansas; Commercial & Residential Contractors Licenses.

PROFESSIONAL EXPERIENCE

ENTREPRENEUR

2006 to present

Direct administrative operations for all LLC entities with accountability for bookkeeping, financial reporting, human resource compliance, day-to-day operations, problem solving, business development and procurement functions. Implement controls to ensure compliance with OSHA, DOT, & local regulations required to meet or surpass industry standards. Successfully create profit centers and achieve profit goals.

Owner - First Star Realty - Real Estate Brokerage/Property Management/Sales

Owner - Trademark Custom Homes - Residential Construction

Owner - First Star Construction - Underground Boring/Fiber Optic, Water, Sewer, Site Construction, Topsoil, and Commercial Construction

Owner - Trade Mark Homes - Residential Construction

Owner - MRS Real Estate Investments - Real Estate Holdings

Owner - MRS Business Advisors - Consulting Company

Owner - G6 Leasing & Consulting - Equipment Leasing

Owner - Highview Rentals - Own Rental Properties

Partnerships (LLCs)

Lots 102 Holdings - Own Rental Properties

FSE Financing - Owner Financing

American Electrical and Plumbing/TruRight Services - Commercial and

Residential HVAC & Plumbing

MPS Legacy Group - Consulting Company

East Rogers 75 - Residential Construction

First Star Exterior - Siding, Guttering, Residential Roofing, Concrete

Preferred Aviation - Lease Aircraft

MRS Enterprises - Own Rental Property

Global Acquisitions Fund - Holding Company

Legacy Business Solutions - Jump Park

MRS DUH Holdings - Own Rental Property

MELISSA SIMS

PO Box 397 • Farmington, AR 72730 • 479-445-2571 • msims@hmailnwa.com

- Track and monitor budgets, negotiate with vendors to achieve cost benchmarks and profit goals.
- Lead the management team in the creation of business and marketing plans.
- Implement strategies to ensure optimum quality while achieving completion objectives.
- Serve as liaison with architects and owners regarding completion, change orders, and project issues.
- Confer with partners in order to achieve performance goals.
- Skilled in streamlining processes, implementing controls, and improving operational infrastructure.
- Work closely with information technology specialist to streamline reporting and operational functions of various accounting, project management, and scheduling applications.
- Lead a team of 8 administrative support and IT professionals along with 50 field staff members.
- Build and establish relationships with subcontractors; screen and qualify subcontractors.
- Collaborate with executive team members to set goals and delivery results.

EXECUTIVE VICE PRESIDENT

2003 to 2006

Pinnacle Bank

Recruited by Executive Management team to set up policies and procedures as well as communicate the corporate vision of the Board of Directors to employees, vendors, and customers.

- Conducted presentations for the Board of Directors on a wide array of operational matters including insurance, risk management, tax payments, self-examinations/audits, FR-2900 reports, liquidity and dependency ratio report, cash inventory management, and human resource issues.
- Set up 401k plans, balanced investment portfolio payments, purchased, and sold investments.
- Collaborated on the design, layout, and set up on new bank building.
- Monitored security.
- Prepared cash flow reports and other reports for decision makers.
- Served on the Investment, ALOC, 401K and Personnel committees.
- Implemented controls to ensure compliance with banking regulations.

MANAGEMENT TRAINING PROGRAM

2000 - 2003

Simmons Bank

- Performed functions as a Loan Assistant for government backed loans.
- Initially hired as a teller and accepted into the management training program.
- Obtained broad-based knowledge of banking operations, deposit building, and compliance.

EDUCATION

University of Arkansas, Fayetteville, Arkansas, Sam M. Walton College of Business

Bachelor of Science in Business Administration, May 2003

Major: Accounting

Arkansas Real Estate Broker, License; Arkansas Commercial & Residential Contractor's License

COMMUNITY SERVICE

Support local schools and community organizations
Serve on two Property Owners Committees (POA)

PROFILE

Effective and Influential Communicator | Resourceful | Diligent | Multi-tasker | Strategic Thinker
Solution-driven | Knowledgeable | Quick to grasp new concepts | Engaged
Detail oriented | Problem solver | Ability to seize opportunity | Dedicated

"Highly proficient in doing things right the first time"

Richard (Rick) A. Hayes
10781 Illinois Chapel Road
Prairie Grove, AR 72753
479-841-6057

Qualifications

- Ability to work well under pressure and handle multiple tasks.
- Understand the value of networking and demonstrate the ability to maintain strategic relationships across the organization.
- Excellent interpersonal relationship skills; relate well with people from diverse backgrounds and cultures.
- Highly motivated; work well both independently and as part of a team

First Star Construction (Utility Company.) 2021 to Present
Controller – Project Manager- HR – Controller – Safety Manager

Project Manager.

- Collaborate with engineers, architects, and other workings in the same project.
- Choose subcontractors based on price and past performances.
- Manage delays, emergencies and problems that arise during projects.
- Comply with safety and building codes and legal requirements to completion.
- Prepare budgets and manage thru out construction process.
- Prepare project schedules and track Progress for multiple projects.
- Knowledge of installing utilities (Sewer/Water)

HR manager

- Ensure the organizations compliance with local, state, and federal regulations.
- Investigates employee issues and conflicts to bring them to resolution.
- Manage staffing process, including recruiting, interviewing, hiring, and training.

Controller

- Monitor the company financial reports and determine ways to reduce cost.
- Assist owners with important financial decisions.

Safety Manager

- Provide safety training for employees on policies, regulations, and procedures.
- Maintain accurate and current records in accordance with OSHA guidelines.
- Analyze incident reports, metrics, and injury case studies.

Walmart Stores Inc

2012 to 2020 (Retired)

Sr. Construction Manager -

- Overseeing and direction construction projects from conception to completion
- Reviewing the project in-depth to schedule deliverables and estimate costs.
- Overseeing all onsite and offsite construction to monitor compliance with building and safety regulations.
- Completed a variety of projects from Sam's Fueling stations, DC Fueling equipment, Sam's Car wash to in store Banking and demise of vacant stores.

Project Manager – Realty Construction

2009 to 2012

- Responsibilities: Oversee various projects from conception to completion. Work with our partners in New Business Development and develop budgets, approve budgets, and communicate between several different parties. Oversee consultants, approve drawings and work through permit issues. Review work schedules thru GC's and tenants

Design Manager

2007 to 2009

- Oversee projects, contractors, manage budgets, schedules and continuously search for new ideas and equipment to better suit the needs of our customer. I continuously search for ideas to cut time and cost out of scheduling projects which result in savings to the company. I also serve as a liaison between New Store Construction, Sam's Operations, FSD (Fueling Station Development) and Realty Construction. I control fueling station and car wash design and oversee environmental permitting thru consultants throughout the United States. I am responsible for training Construction Managers, Construction Directors and Design Managers in the fuel station and car wash processes to give the customer a superior product and ensure projects open as scheduled. I also oversee the permitting for the fueling stations and car wash. I managed the cost for each project, bid process with EVOCO, interview new GC's, prepare budgets presented to a committee for approval. Prepared and reviewed construction schedules establishing milestones. I help maintain the maintenance of all new fueling stations and car wash in conjunction with operations. Manage and coordinate project issues with numerous architects and engineers. Prepare design reviews that interact with other departments. Continuously tracking dates for over 100 projects for permitting and construction consistently.

Education

Ozark Vocational Training, Ozark, AR
August 1985 to May 1989

High School Diploma
Pocola High School, Pocola, OK

Additional Skills/Training

30hr OSHA Certified
Proficient in Microsoft Excel, Word
Procore (some training)



BID TABULATION
Bid 25-30, Construction - FYV Hangar Infrastructure Improvements

DEADLINE: Tuesday, March 11, 2025 at 2:00 PM
Certification of Funds: \$614,500.00 (\$768,125.00 total allowed)

				First Star Construction		Diamond C Construction		Emery Sapp & Sons		N.E.C., Inc.		Goins Enterprises Inc	
				\$398,496.00		\$399,235.00		\$540,003.00		\$554,684.50		\$592,018.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
BID SCHEDULE #1													
1.1	Mobilization (Total Mobilization between both Bid Schedules shall not Exceed 5% of Total Base Bid)	1	LS		\$226,841.00		\$216,490.00		\$321,742.00		\$350,188.50		\$318,336.00
1.2	Bonds and Insurance	1	LS		\$6,000.00		\$4,600.00		\$15,200.00		\$9,680.00		\$14,900.00
1.3	Trench Excavation and Safety Systems	1	LS		\$3,300.00		\$7,475.00		\$5,230.00		\$9,673.00		\$10,260.00
1.4	Construction Safety and Security	1	LS		\$1,600.00		\$5,750.00		\$4,650.00		\$9,722.00		\$5,000.00
1.5	Erosion Control	1	LS		\$7,750.00		\$16,675.00		\$33,670.00		\$27,579.00		\$15,000.00
1.6	Spot Dig and Verify Existing Utility Locations	1	LS		\$13,500.00		\$11,900.00		\$30,270.00		\$22,919.00		\$14,000.00
1.7	8" DR-14 C-900 PVC Water Line	1	LS		\$5,300.00		\$5,750.00		\$14,600.00		\$2,270.00		\$15,000.00
1.8	6" DR-14 C-900 PVC Water Line	1168	LF		\$87.00		\$70.00		\$116.00		\$135.488.00		\$123.00
1.9	Connection to Existing Water Line	299	LF		\$75.00		\$60.00		\$81.760.00		\$135.488.00		\$123.00
1.10	Ductile Iron Fittings	1	EA		\$1,900.00		\$60.00		\$81.00		\$24,219.00		\$143,664.00
1.11	8" Gate Valve	650	LB		\$24.50		\$4,531.00		\$960.00		\$10,379.00		\$92.00
1.12	6" Gate Valve	1	EA		\$4,000.00		\$22.00		\$14,300.00		\$15,600.00		\$7,293.00
1.13	Fire Hydrant Assembly	1	EA		\$3,050.00		\$3,000.00		\$3,500.00		\$3,500.00		\$32.00
1.14	8"x8" Tapping Sleeve & Valve	1	EA		\$9,900.00		\$2,369.00		\$2,600.00		\$2,600.00		\$4,520.00
1.15	16" Steel Encasement by Open Cut	1	EA		\$10,850.00		\$10,000.00		\$9,995.00		\$9,995.00		\$3,362.00
1.16	Anchor Collar	21	LF		\$500.00		\$10,850.00		\$10,300.00		\$10,300.00		\$9,660.00
1.17	Material Testing and Acceptance	1	EA		\$4,175.00		\$600.00		\$360.00		\$7,560.00		\$8,549.00
BID SCHEDULE #2													
2.1	Mobilization (Total Mobilization between both Bid Schedules shall not Exceed 5% of Total Base Bid.)	1	LS		\$171,655.00		\$182,745.00		\$218,261.00		\$204,496.00		\$273,682.00
2.2	Bonds and Insurance	1	LS		\$5,000.00		\$4,600.00		\$9,020.00		\$3,422.00		\$12,900.00
2.3	Trench Excavation and Safety Systems	1	LS		\$3,000.00		\$6,900.00		\$3,725.00		\$4,960.00		\$8,820.00
2.4	Construction Safety and Security	1	LS		\$1,600.00		\$5,750.00		\$2,955.00		\$5,268.00		\$5,000.00
2.5	Erosion Control	1	LS		\$5,050.00		\$11,500.00		\$27,000.00		\$15,299.00		\$20,000.00
2.6	Spot Dig and Verify Existing Utilities	1	LS		\$5,600.00		\$10,500.00		\$9,000.00		\$6,242.00		\$15,000.00
2.7	12" DR-14 C-900 PVC Water Line	1	LS		\$2,650.00		\$5,750.00		\$4,900.00		\$6,242.00		\$15,000.00
2.8	6" DR-14 C-900 PVC Water Line	403	LF		\$125.00		\$125.00		\$146.00		\$2,270.00		\$15,000.00
2.9	Ductile Iron Fittings	16	LF		\$75.00		\$210.00		\$333.00		\$58,838.00		\$88,660.00
2.10	12" Butterfly Valve	825	LB		\$22.00		\$3,360.00		\$333.00		\$1,312.00		\$92.00
2.11	6" Gate Valve	1	EA		\$11,000.00		\$118,150.00		\$16.00		\$13,200.00		\$1,472.00
2.12	Cut and Cap 12" Water Line	1	EA		\$3,050.00		\$5,520.00		\$10,200.00		\$14,497.00		\$7,892.00
2.13	Fire Hydrant Assembly	2	EA		\$5,700.00		\$2,500.00		\$2,600.00		\$5,233.00		\$7,892.00
2.14	12"x12" Tapping Sleeve & Valve	1	EA		\$9,900.00		\$4,600.00		\$10,900.00		\$21,800.00		\$3,362.00
2.15	6"x6" Tapping Sleeve & Valve	2	EA		\$15,000.00		\$9,775.00		\$10,200.00		\$9,237.00		\$4,222.00
2.16	Existing Fire Hydrant Removal	1	EA		\$8,000.00		\$13,110.00		\$14,200.00		\$25,188.00		\$9,660.00
2.17	Material and Acceptance Testing	1	EA		\$630.00		\$7,245.00		\$9,700.00		\$7,617.00		\$33,150.00
		1	LS		\$5,050.00		\$2,000.00		\$640.00		\$4,600.00		\$7,822.00
							\$3,400.00		\$755.00		\$1,651.00		\$4,800.00
													\$2,000.00
* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.													

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

Amanda B. 3/11/25
Amanda Beilfuss, Procurement Director

Kenny Fitch 3/11/25
Kenny Fitch, Sr. Procurement Agent



Hugh McDonald
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

COMMISSIONERS

James "Jay" Brain
Rogers

Samuel Jackson
Blytheville

Will Dawson
Clinton

Lloyd Wofford
Jonesboro

Jeff D. Standridge, Ed.D.
Conway

Tim Stockdale
Hot Springs

Shannon Hobbs
Wynne

FAYETTEVILLE—DRAKE FIELD

Jared Rabren, Airport Services Manager
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701
E: Jrabren@fayetteville-ar.gov

Dear Mr. Rabren:

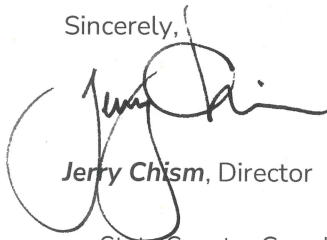
During the June 19, 2024 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Fayetteville—Drake Field. The request approved provides funding in the amount of \$ 300,000.00 to install infrastructure (waterlines) in hangar development area.

This grant has been assigned Grant #4270-24 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** To avoid cancellation of the grant, notify us if circumstances beyond your control prevent completion within the allotted time.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Division's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,



Jerry Chism, Director

cc: State Senator Greg Leding; State Representative Denise Garner

JC:kg

Arkansas Department of Commerce
Division of Aeronautics
Clinton National Airport/Adams Field
2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202
FLY.ARKANSAS.GOV



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Steven Dotson, Chief Financial Officer
FROM: Kevin Springer, Budget Director
SUBJECT: **2024 REAPPROPRIATION AMENDMENT (BUDGET ADJUSTMENT):**

A resolution to amend resolution 46-25, reducing the amount of reappropriations to the 2025 budget by \$10,759,026 and to approve a budget adjustment.

RECOMMENDATION:

To reduce the reappropriation amount added to the 2025 Budget pursuant to resolution 46-25 by \$10,759,026 due to payments made against the 2024 budget which occurred after the adoption of resolution 46-25. These amounts are reflected in the attached budget adjustment.

BACKGROUND:

Each year it is necessary for the City Council to reappropriate funds for the new budget because of items that were previously approved which were not yet completed or which were appropriated for future time periods. This was done in 2025 pursuant to resolution 46-25 adopted at the February 4, 2025 City Council meeting.

DISCUSSION:

After that meeting, payments were submitted and processed for work done or services provided before December 31, 2024. Therefore, these payments were appropriately booked as expenditures against the 2024 budget as required by Generally Accepted Accounting Principles. Many of these expenditures were large in amount and if the appropriations approved for their payment in 2025 are not reduced, it would result in over appropriation of and possible deficits in 2025 individual funds. Therefore, this request (if approved) will adjust the affected budgets to reflect appropriations no longer needed.

BUDGET/STAFF IMPACT:

The financial impact of approving this resolution is a decrease in the reappropriations and thus the total 2025 expenditure budget by \$10,759,026 pursuant to the attached budget adjustment.

ATTACHMENTS: SRF (#3) , BA (#4), 2025-437 Summary Worksheet (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-437

2024 REAPPROPRIATION AMENDMENT (BUDGET ADJUSTMENT):

A resolution to amend resolution 46-25, reducing the amount of reappropriations to the 2025 budget by \$10,759,026 and to approve a budget adjustment.

A RESOLUTION TO AMEND RESOLUTION 46-25 BY REDUCING THE AMOUNT OF REAPPROPRIATIONS TO THE 2025 BUDGET BY \$10,759,026.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on February 4, 2025, the City Council approved Resolution 46-25, which reappropriated funds from the 2024 budget to the 2025 budget for items that were not yet completed or which were appropriated for future time periods; and

WHEREAS, after Resolution 46-25 was passed, payments were submitted and processed for work done or services provided before December 31, 2024, and, therefore, those payments should be booked as expenditures against the 2024 budget.

NOW, THEREFORE, 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 amends Resolution 46-25 by reducing the amount of reappropriations to the 2025 budget by \$10,759,026.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-437

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Kevin Springer

3/27/2025

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to amend resolution 46-25, reducing the amount of reappropriations to the 2025 Budget by \$10,759,026 and to approve a budget adjustment.

Budget Impact:

VARIOUS

VARIOUS

Account Number

Fund

VARIOUS

VARIOUS

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 486,044,753.00

Expenses (Actual+Encum)

\$ 179,200,946.93

Available Budget

\$ 306,843,806.07

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ (10,759,026.00)

Remaining Budget

\$ 296,084,780.07

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 46-25

Change Order Number:

Approval Date: 2/4/2025

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division	Adjustment Number
2025	BUDGET & INFORMATION MGMT (133)	25-B01
	Requestor: Holly Black	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

2024 Reappropriations Amendment

	COUNCIL DATE:	4/15/2025
	ITEM ID#:	2025-437
		<i>Holly Black</i>
		<i>3/27/2025 10:56 AM</i>
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	4/15/2025
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

TOTAL	(10,759,026)	(10,759,026)					v.2025211
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
5400.720.1840-5811.00	(84,343)		02065	1	EX	Water Meters	
5400.730.5800-5801.00	(42,533)		02069	1	EX	Fixed Assets	
9700.770.1920-5802.00	(997)		02077	2023	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(8,596)		02078	2023	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(5,117)		02078	2024	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(8,165)		02079	2023	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(49)		02080	2020	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	(6,914)		02081	2022	EX	Vehicles & Equipment - base	
9700.770.1920-5802.00	4,635		02081	2023	EX	Vehicles & Equipment - base	
4470.800.8820-5314.00	(13,218)		06035	2024.2403	EX	Professional Services	
5500.750.5080-5314.00	(1,360)		10004	1	EX	Professional Services	
5400.720.5700-5314.00	1		11011	2101	EX	Professional Services	
5400.720.5600-5808.00	1		11011	2102	EX	Improvements - Water Line	
5400.720.5700-5314.00	1		11011	2102	EX	Professional Services	
5400.720.5700-5815.00	1		11011	2102	EX	Improvements - Sewer	
5400.720.5700-5314.00	1		11011	2301	EX	Professional Services	
5400.720.5600-5314.00	1		12009	2401	EX	Professional Services	
5400.720.5600-5314.00	1		12009	2402	EX	Professional Services	
5400.720.5600-5808.00	1		12009	2402	EX	Improvements - Water Line	

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
5400.800.5650-5860.02	1		18015	2401	EX	Capital Prof Svcs - Engineering/Architecture
5500.750.5080-7602.70	(69,150)		18016	1	EX	Transfers To Funds - Shop
5550.760.3960-5860.02	1		21009	1	EX	Capital Prof Svcs - Engineering/Architecture
4470.090.8900-5315.00	(44,213)		23005	1	EX	Contract Services
4470.090.8900-5314.00	1		24004	1	EX	Professional Services
4470.520.8520-5315.00	1		24008	1	EX	Contract Services
5550.760.3960-5860.02	(27,635)		24014	1	EX	Capital Prof Svcs - Engineering/Architecture
5550.760.3960-5860.02	(31,470)		32305	2024	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7220-5809.00	1		46020	7220	EX	Improvements - Street
4702.860.7221-5860.04	2		46020	7221.1000	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7221-5860.04	1		46020	7221.1010	EX	Capital Prof Svcs - Contra (Engineering)
4702.860.7999-5899.00	(4)		46020	7999	EX	Unallocated - Budget
4704.860.7420-5860.02	(25,609)		46040	7420.1000	EX	Capital Prof Svcs - Engineering/Architecture
4710.860.7110-5860.02	(17,634)		46100	7110.8630	EX	Capital Prof Svcs - Engineering/Architecture
4470.001.9470-4999.97		(57,429)			RE	Use Fund Balance - Prior
4704.860.7000-4999.97		(25,609)			RE	Use Fund Balance - Prior
4710.860.7000-4999.97		(17,634)			RE	Use Fund Balance - Prior
5400.720.4000-4999.97		(126,867)			RE	Use Fund Balance - Prior
5500.750.5000-4999.97		(70,510)			RE	Use Fund Balance - Prior
5550.760.3940-4999.97		(59,104)			RE	Use Fund Balance - Prior
9700.770.1910-4999.97		(25,203)			RE	Use Fund Balance - Prior
5550.760.3960-4302.00		(250,001)	21009	1	RE	State Grants - Capital
1010.200.2920-4309.01		(1,492)	31607	2425.4309	RE	Federal Grants - Operational
1010.520.5280-4305.00		1,500	32201	2024	RE	Grants - Commercial
5550.760.3960-4302.00		(50,812)	32206	2022	RE	State Grants - Capital
1010.520.5280-4305.00		6,412	32302	1	RE	Grants - Commercial
5550.760.3960-4309.00		(19,440)	32305	2023	RE	Federal Grants - Capital
5550.760.3960-4309.00		(28,323)	32305	2024	RE	Federal Grants - Capital
5500.750.5080-4302.01		(9,935)	33053	2401	RE	State Grants - Operational
4601.860.7218-4305.00		15,708	46020	7218.1000	RE	Grants - Commercial
2250.520.9255-4305.00		721,235	46050	7540	RE	Grants - Commercial
1010.001.0001-4999.97		(6,420)			RE	Use Fund Balance - Prior
2250.520.9250-4999.97		(721,235)			RE	Use Fund Balance - Prior
4601.860.7218-4999.97		(15,708)			RE	Use Fund Balance - Prior
5500.750.5000-4999.97		9,935			RE	Use Fund Balance - Prior
5550.760.3940-4999.97		348,576			RE	Use Fund Balance - Prior
4470.300.8300-5400.00	(46,079)		02006	1	EX	Building & Grounds - Maintenance
2250.520.9256-5806.00	(1,212)		02013	802	EX	Improvements - Park
4470.800.8830-5399.03	(20,792)		02016	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.800.8830-5814.05	(40,617)		02016	7302	EX	Improvements - Trails
5400.720.5700-5314.00	(3,596)		02017	1	EX	Professional Services
5400.730.5800-5314.00	(20,064)		02032	1	EX	Professional Services
5400.730.5800-5400.00	(23,368)		02032	1	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(29,161)		02046	1	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(23,992)		02046	0202	EX	Building & Grounds - Maintenance
4470.140.8900-5400.00	(4,181)		02046	1502	EX	Building & Grounds - Maintenance

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
4470.200.8200-5210.00	114		02047	1	EX	Minor Equipment
4470.200.8200-5400.00	1,718		02047	1	EX	Building & Grounds - Maintenance
4470.200.8200-5804.00	(1,718)		02047	7900.8040	EX	Building Costs
4470.410.8410-5399.03	(50,533)		02052	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.410.8410-5314.04	(3,130)		02053	1	EX	Professional Services - Engineering Contra
4470.410.8410-5330.05	(541)		02053	1	EX	Labor charges
4470.410.8410-5399.03	(1,301)		02053	1	EX	Cost Allocation - Motorpool Reimbursemer
4470.410.8410-5418.00	(1,746)		02053	1	EX	Maintenance - Sidewalk
4470.410.8410-5814.00	(73,111)		02053	1	EX	Improvements - Sidewalks
4470.170.8170-5210.00	(26)		02057	1	EX	Minor Equipment
5500.750.5080-5210.00	(3,327)		02057	5500	EX	Minor Equipment
4470.410.8410-5210.00	551		02063	1	EX	Minor Equipment
4470.410.8410-5314.04	(44)		02063	801	EX	Professional Services - Engineering Contra
5400.720.1840-5811.00	24		02065	1	EX	Water Meters
5400.730.5800-5414.00	(11,384)		02068	1	EX	Maintenance - Plant Equipment
5400.730.5800-5414.00	625		02069	1	EX	Maintenance - Plant Equipment
5400.730.5800-5801.00	(327,633)		02069	1	EX	Fixed Assets
9700.770.1920-5802.00	(924)		02079	2023	EX	Vehicles & Equipment - base
4470.621.8810-5314.00	(15,001)		02097	1	EX	Professional Services
4470.621.8810-5314.04	(1,127)		02097	1	EX	Professional Services - Engineering Contra
4470.621.8810-5314.04	(609)		02108	1	EX	Professional Services - Engineering Contra
4470.621.8810-5314.00	(15,168)		02108	2002	EX	Professional Services
4470.800.8820-5314.04	(921)		06035	2024.2401	EX	Professional Services - Engineering Contra
4470.800.8820-5314.00	(7,120)		06035	2024.2403	EX	Professional Services
2300.200.9300-5210.00	(12,186)		07001	7820	EX	Minor Equipment
2300.200.9300-5804.00	(17,751)		07001	7820	EX	Building Costs
4470.520.8520-5220.00	206		08001	1	EX	Landscape Materials
5500.750.5080-5314.00	(9,169)		10004	1	EX	Professional Services
5400.720.5600-5314.04	(633)		11011	1	EX	Professional Services - Engineering Contra
5400.720.5600-5314.00	(13,226)		11011	2101	EX	Professional Services
5400.720.5700-5314.00	(4,410)		11011	2101	EX	Professional Services
5400.720.5600-5314.00	(7,686)		11011	2102	EX	Professional Services
5400.720.5600-5808.00	(1,311)		11011	2102	EX	Improvements - Water Line
5400.720.5700-5314.00	(7,686)		11011	2102	EX	Professional Services
5400.720.5700-5815.00	(3,771)		11011	2102	EX	Improvements - Sewer
5400.720.5600-5314.00	(19,978)		11011	2301	EX	Professional Services
5400.720.5600-5314.04	(1,288)		11011	2301	EX	Professional Services - Engineering Contra
5400.720.5600-5808.00	(19,941)		11011	2301	EX	Improvements - Water Line
5400.720.5700-5314.00	(10,758)		11011	2301	EX	Professional Services
5400.720.5700-5815.00	(6,648)		11011	2301	EX	Improvements - Sewer
5400.730.5800-5314.00	(3,437)		11013	1	EX	Professional Services
4470.621.8810-5419.00	297		11021	2011	EX	Drainage Maintenance
5400.720.5600-5314.00	(19,528)		12009	1	EX	Professional Services
5400.720.5600-5314.04	(1,069)		12009	1	EX	Professional Services - Engineering Contra
5400.720.5600-5808.00	(8,504)		12009	1	EX	Improvements - Water Line
5400.720.5600-5314.00	(4,140)		12009	2401	EX	Professional Services

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
5400.720.5600-5808.00	(527,786)		12009	2401	EX	Improvements - Water Line
5400.720.5600-5314.00	(104,827)		12009	2402	EX	Professional Services
5400.720.5600-5808.00	(267,036)		12009	2402	EX	Improvements - Water Line
2250.520.9256-5814.05	(10,038)		13001	3000.2301	EX	Improvements - Trails
2250.520.9256-5806.00	(1,698)		13001	4000.1	EX	Improvements - Park
2250.520.9256-5860.02	(4,896)		13001	4000.1	EX	Capital Prof Svcs - Engineering/Architecture
2250.520.9256-5806.00	(1,042)		13001	5000.2301	EX	Improvements - Park
4470.200.8200-5210.00	(3,340)		13011	1	EX	Minor Equipment
5400.730.5800-5314.00	(15,206)		13018	1	EX	Professional Services
5400.720.5600-5314.00	(1,395)		14010	1	EX	Professional Services
4470.631.8900-5804.00	(10,685)		15009	2022.1000	EX	Building Costs
4470.520.8520-5314.00	(238)		15012	1	EX	Professional Services
4470.520.8520-5399.03	(722)		15012	1	EX	Cost Allocation - Motorpool Reimbursement
4470.521.8520-5220.00	(27)		15012	2	EX	Landscape Materials
4470.410.8410-5809.00	(2,898)		15018	1	EX	Improvements - Street
5400.720.1840-5400.00	17		15020	1	EX	Building & Grounds - Maintenance
5550.760.3960-5860.02	(5,727)		15029	1	EX	Capital Prof Svcs - Engineering/Architecture
4470.200.8200-5210.00	(13,722)		16007	1	EX	Minor Equipment
4470.200.8200-7602.70	13,721		16007	1	EX	Transfers To Funds - Shop
2130.430.9133-5315.00	(6,314)		18003	9130	EX	Contract Services
5400.720.5600-5314.04	(353)		18015	1	EX	Professional Services - Engineering Contra
5400.800.5650-5808.00	(3,809,321)		18015	2401	EX	Improvements - Water Line
5400.800.5650-5860.02	(119,189)		18015	2401	EX	Capital Prof Svcs - Engineering/Architecture
5500.750.5080-7602.70	69,150		18016	1	EX	Transfers To Funds - Shop
5500.750.5080-5860.02	(11,768)		18016	2101	EX	Capital Prof Svcs - Engineering/Architecture
4470.090.8900-5314.00	(12,100)		20001	1	EX	Professional Services
4470.090.8900-5400.00	(158,212)		20001	1	EX	Building & Grounds - Maintenance
4470.200.8200-5801.00	(343)		20002	1	EX	Fixed Assets
2250.520.9255-5806.00	(3,928)		21005	2201	EX	Improvements - Park
5550.760.3960-5860.02	(972)		21009	1	EX	Capital Prof Svcs - Engineering/Architecture
4470.520.8520-5806.00	1,498		22002	1	EX	Improvements - Park
4470.140.8900-5804.00	(63,398)		23003	2	EX	Building Costs
4470.410.8410-5210.00	(33,117)		23008	2301	EX	Minor Equipment
2130.430.9133-5819.00	(3,469)		24001	1	EX	Improvements - Parking Lot
4470.090.8900-5210.00	31		24002	1	EX	Minor Equipment
4470.090.8900-5314.00	(3,116)		24004	1	EX	Professional Services
4470.520.8520-5315.00	(7,841)		24008	1	EX	Contract Services
4470.521.8520-5400.00	(109,064)		24010	1	EX	Building & Grounds - Maintenance
4470.521.8520-5400.00	(10,533)		24011	1	EX	Building & Grounds - Maintenance
5500.750.5080-5870.00	(1,422)		24013	1	EX	Container Costs
1010.200.2920-5120.00	(37,858)		31607	2324.4309	EX	Personnel Other - Contra
1010.200.2920-5210.00	(488)		31607	2324.4309	EX	Minor Equipment
2180.642.4945-5390.01	(848)		32003	1	EX	CDBG Projects - Community Outreach Proj
1010.200.2920-5120.00	(50,738)		32204	2023	EX	Personnel Other - Contra
1010.200.2920-5120.00	(13,466)		32205	2023	EX	Personnel Other - Contra
1010.200.2920-5210.00	2,883		32205	2023	EX	Minor Equipment

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
1010.200.2920-5304.00	(1,531)		32205	2023	EX	Travel & Training
1010.200.2920-5314.00	(3,217)		32205	2023	EX	Professional Services
1010.090.6600-5314.00	(2,403)		32207	2402	EX	Professional Services
2930.200.2960-5210.00	(1,156)		32209	2301	EX	Minor Equipment
5550.760.3960-5860.02	(24,429)		32305	2024	EX	Capital Prof Svcs - Engineering/Architecture
1010.300.3020-5302.01	4		33047	1	EX	Uniforms/Personal - Bunker Gear
1010.671.2740-5200.03	(4,432)		33048	1	EX	Supplies - Veterinary
1010.671.2740-5205.00	(249)		33048	1	EX	Dog Food And Supplies
1010.671.2740-5315.00	(731)		33048	1	EX	Contract Services
1010.671.2740-5400.00	(10,717)		33048	1	EX	Building & Grounds - Maintenance
1010.521.5260-5400.00	2,106		33051	1	EX	Building & Grounds - Maintenance
1010.520.5220-5315.00	1,200		33051	6	EX	Contract Services
1010.520.5220-5342.00	16,911		33051	6	EX	Promotionals - Activities
2250.520.9250-5200.05	1,155		33051	8	EX	Supplies - Tournament/Awards
1010.520.5280-5342.00	(1,223)		33051	1001	EX	Promotionals - Activities
1010.520.5220-5220.00	299		33051	1101	EX	Landscape Materials
5500.750.5080-5227.00	(9,935)		33053	2401	EX	Containers - RTC
1010.200.2920-5210.00	3,338		37042	2023	EX	Minor Equipment
2930.200.2960-5120.00	(494)		38070	2302	EX	Personnel Other - Contra
1010.200.2920-5304.00	11,222		39022	2023	EX	Travel & Training
1010.090.6600-5365.00	215		43020	1	EX	Wellness - Program
4702.860.7000-5301.00	(983)		46020	7000	EX	Public Notification
4702.860.7000-5860.03	(1,164)		46020	7000	EX	Capital Prof Svcs - Internal Support
4702.860.7214-5809.00	(201,876)		46020	7214.1020	EX	Improvements - Street
4702.860.7218-5860.02	(2,299)		46020	7218.1000	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7218-5809.00	(983,460)		46020	7218.1020	EX	Improvements - Street
4601.860.7220-5860.02	(4,057)		46020	7220	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7220-5860.02	(385)		46020	7220	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7221-5860.02	(1,252)		46020	7221.1020	EX	Capital Prof Svcs - Engineering/Architecture
4702.860.7223-5809.00	(302,133)		46020	7223	EX	Improvements - Street
4702.860.7252-5417.00	(46,125)		46020	7252	EX	Maintenance - Street
4702.860.7999-5899.00	4		46020	7999	EX	Unallocated - Budget
4702.860.7999-5899.00	(29,025)		46020	7999	EX	Unallocated - Budget
4703.860.7000-5860.03	(636)		46030	7000	EX	Capital Prof Svcs - Internal Support
4703.860.7301-5860.02	(22,725)		46030	7301	EX	Capital Prof Svcs - Engineering/Architecture
4703.860.7302-5814.05	(83,003)		46030	7302	EX	Improvements - Trails
4703.860.7302-5860.02	(2,374)		46030	7302	EX	Capital Prof Svcs - Engineering/Architecture
4703.860.7305-5860.02	(35,968)		46030	7305	EX	Capital Prof Svcs - Engineering/Architecture
4703.860.7999-5899.00	(4,932)		46030	7999	EX	Unallocated - Budget
4704.860.7000-5860.03	(413)		46040	7000	EX	Capital Prof Svcs - Internal Support
4604.860.7415-5817.00	(108,775)		46040	7415.1000	EX	Improvements - Bridge & Drainage
4704.860.7415-5817.00	(5,725)		46040	7415.1000	EX	Improvements - Bridge & Drainage
4704.860.7420-5860.02	(78,736)		46040	7420.1000	EX	Capital Prof Svcs - Engineering/Architecture
4704.860.7999-5899.00	(1,302)		46040	7999	EX	Unallocated - Budget
4705.860.7000-5860.03	(2,446)		46050	7000	EX	Capital Prof Svcs - Internal Support
2250.520.9255-5804.00	(170,516)		46050	7540	EX	Building Costs

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
4705.860.7540-5860.02	(73,110)		46050	7540	EX	Capital Prof Svcs - Engineering/Architecture
4705.860.7550-5860.02	(44,751)		46050	7550.2000	EX	Capital Prof Svcs - Engineering/Architecture
4705.860.7570-5860.02	(18,210)		46050	7570	EX	Capital Prof Svcs - Engineering/Architecture
2250.520.9256-5806.00	(1,953)		46050	7580	EX	Improvements - Park
4705.860.7590-5860.02	(6,580)		46050	7590	EX	Capital Prof Svcs - Engineering/Architecture
4606.860.7000-5860.03	(263)		46060	7000	EX	Capital Prof Svcs - Internal Support
4707.860.7000-5860.03	(1,178)		46070	7000	EX	Capital Prof Svcs - Internal Support
4707.860.7730-5804.00	(60,216)		46070	7730	EX	Building Costs
4708.860.7000-5860.03	(2,704)		46080	7000	EX	Capital Prof Svcs - Internal Support
4708.860.7800-5804.00	(89,914)		46080	7800	EX	Building Costs
4708.860.7800-5809.00	(443,904)		46080	7800	EX	Improvements - Street
4708.860.7800-5860.02	(66,134)		46080	7800	EX	Capital Prof Svcs - Engineering/Architecture
4708.860.7800-5210.00	100		46080	7805	EX	Minor Equipment
4710.860.7000-5860.03	(611)		46100	7000	EX	Capital Prof Svcs - Internal Support
4710.860.7110-5860.02	(400)		46100	7110.8315	EX	Capital Prof Svcs - Engineering/Architecture
4710.860.7110-5210.00	(2,285)		46100	7110.8802	EX	Minor Equipment
1010.060.0600-5314.00	(232)		51022	1101	EX	Professional Services
2930.200.2960-5300.02	(7,957)		62401	2425	EX	Salaries/Benefits (M) - Springdale
2930.200.2960-5300.03	(6,758)		62401	2425	EX	Salaries/Benefits (M) - Washington County
2930.200.2960-5300.05	(11,556)		62401	2425	EX	Salaries/Benefits (M) - Rural
4470.170.8170-5315.00	135		18005	1	EX	Contract Services
1010.070.0700-5315.00	2,400				EX	Contract Services
1010.631.6310-5130.00	(1,000)				EX	Extra Services - Personnel
1010.631.6310-5315.00	(22,122)				EX	Contract Services
1010.631.6310-5315.00	(2,120)				EX	Contract Services
2100.410.4100-5210.00	2,201				EX	Minor Equipment
2100.410.4120-5315.00	(10,052)				EX	Contract Services
2100.410.5315-5405.00	(46,500)				EX	Equipment Maintenance - Lighting
5400.720.4310-5216.00	(3,570)				EX	Construction Materials
5400.720.4310-5311.04	(1,350)				EX	Insurance - Self (Non-Vehicle Damage)
5400.720.4310-5311.04	(3,750)				EX	Insurance - Self (Non-Vehicle Damage)
5400.720.4410-5216.00	(3,570)				EX	Construction Materials
5400.720.5620-5216.00	(1,785)				EX	Construction Materials
5400.730.5100-5328.00	(121,267)				EX	WWTP Contract - PCP Operations
5400.730.5110-5213.04	(22,385)				EX	Fuel - Unleaded/Diesel
5400.730.5110-5328.00	(439,174)				EX	WWTP Contract - PCP Operations
5400.730.5120-5213.04	(16,190)				EX	Fuel - Unleaded/Diesel
5400.730.5120-5328.00	(119,506)				EX	WWTP Contract - PCP Operations
5400.730.5130-5328.00	(53,760)				EX	WWTP Contract - PCP Operations
5400.730.5140-5213.04	(12,557)				EX	Fuel - Unleaded/Diesel
5400.730.5140-5328.00	(288,027)				EX	WWTP Contract - PCP Operations
5500.750.5000-5315.00	(4,629)				EX	Contract Services
5500.750.5000-5315.00	(3,512)				EX	Contract Services
5500.750.5040-5200.00	(3,050)				EX	Supplies - Office/Printing
5500.750.5060-5225.00	(8,689)				EX	Solid Waste Collection - Supplies
1010.001.0001-4999.97		(111,949)			RE	Use Fund Balance - Prior

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
2100.410.4100-4999.97		(54,351)			RE	Use Fund Balance - Prior
2130.430.9130-4999.97		(9,783)			RE	Use Fund Balance - Prior
2180.642.4930-4999.97		(848)			RE	Use Fund Balance - Prior
2250.520.9250-4999.97		(194,128)			RE	Use Fund Balance - Prior
2300.200.9300-4999.97		(29,937)			RE	Use Fund Balance - Prior
2930.200.2960-4999.97		(27,921)			RE	Use Fund Balance - Prior
4470.001.9470-4999.97		(748,003)			RE	Use Fund Balance - Prior
4601.860.7220-4999.97		(4,057)			RE	Use Fund Balance - Prior
4604.860.7000-4999.97		(108,775)			RE	Use Fund Balance - Prior
4606.860.7000-4999.97		(263)			RE	Use Fund Balance - Prior
4702.860.7000-4999.97		(1,568,698)			RE	Use Fund Balance - Prior
4703.860.7000-4999.97		(149,638)			RE	Use Fund Balance - Prior
4704.860.7000-4999.97		(86,176)			RE	Use Fund Balance - Prior
4705.860.7000-4999.97		(145,097)			RE	Use Fund Balance - Prior
4707.860.7000-4999.97		(61,394)			RE	Use Fund Balance - Prior
4708.860.7000-4999.97		(602,556)			RE	Use Fund Balance - Prior
4710.860.7000-4999.97		(3,296)			RE	Use Fund Balance - Prior
5400.720.4000-4999.97		(6,451,397)			RE	Use Fund Balance - Prior
5500.750.5000-4999.97		13,649			RE	Use Fund Balance - Prior
5550.760.3940-4999.97		(31,128)			RE	Use Fund Balance - Prior
9700.770.1910-4999.97		(924)			RE	Use Fund Balance - Prior
2250.520.9256-4419.00		(18,622)	02013	802	RE	Greenspace Fees - NW
2250.520.9256-4419.00		(85,167)	02013	1802	RE	Greenspace Fees - NW
4470.800.8835-4420.00		(160,648)	06035	2101	RE	Payments by Property Owners - base
4470.520.8520-4409.04		(88,233)	08001	1	RE	Planning Fees - Tree Ordinance
2250.520.9256-4419.02		(10,868)	13001	1802	RE	Greenspace Fees - SW
2250.520.9256-4419.01		(282,104)	13001	1803	RE	Greenspace Fees - NE
2250.520.9256-4419.01		(34,879)	13001	3000.2301	RE	Greenspace Fees - NE
2250.520.9256-4419.00		(128,878)	13001	4000.1	RE	Greenspace Fees - NW
2250.520.9256-4419.02		(400,995)	13001	5000.2301	RE	Greenspace Fees - SW
2246.800.9246-4309.01		2,380	20023	2021	RE	Federal Grants - Operational
2250.520.9255-4309.00		(23,562)	21005	2201	RE	Federal Grants - Capital
1010.200.2920-4309.01		(29,973)	31607	2324.4309	RE	Federal Grants - Operational
1010.200.2920-4309.01		(50,738)	32204	2023	RE	Federal Grants - Operational
1010.200.2920-4309.01		(43,018)	32205	2023	RE	Federal Grants - Operational
5550.760.3960-4309.00		(11,176)	32304	2023	RE	Federal Grants - Capital
5550.760.3960-4309.00		(21,986)	32305	2024	RE	Federal Grants - Capital
2930.200.2960-4309.01		(13,145)	38070	2302	RE	Federal Grants - Operational
2930.200.2960-4309.01		(27,698)	38070	2401	RE	Federal Grants - Operational
1010.040.0400-4900.00		(20,390)	39012	901	RE	Miscellaneous Revenue - base
1010.200.2920-4309.01		(22,446)	39022	2023	RE	Federal Grants - Operational
2250.520.9256-4419.01		(63,784)	46050	7505.1000	RE	Greenspace Fees - NE
2250.520.9256-4419.03		(125,733)	46050	7540	RE	Greenspace Fees - SE
2250.520.9250-6602.01		(1,000,000)	46050	7550.2000	RE	Transfer from Fund - General
2250.520.9256-4419.00		(87,390)	46050	7580	RE	Greenspace Fees - NW
4470.001.9470-4881.02		(1,244,144)	46080	7800	RE	Gain/Loss - Sale of Assets

Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub.Detl		
1010.001.0001-4999.97		166,565			RE	Use Fund Balance - Prior
2246.800.9246-4999.97		(2,380)			RE	Use Fund Balance - Prior
2250.520.9250-4999.97		2,261,982			RE	Use Fund Balance - Prior
2930.200.2960-4999.97		40,843			RE	Use Fund Balance - Prior
4470.001.9470-4999.97		1,493,025			RE	Use Fund Balance - Prior
5550.760.3940-4999.97		33,162			RE	Use Fund Balance - Prior

2025 SUMMARY OF REAPPROPRIATIONS

Fund	A - Original	B - Amendment	Grand Total
1010 - General	3,779,024	(111,949)	3,667,075
2100 - Street	2,136,635	(54,351)	2,082,284
2130 - Parking	415,109	(9,783)	405,326
2180 - Community Development	3,398,977	(848)	3,398,129
2246 - American Rescue Plan Act (ARPA)	1,874,691	-	1,874,691
2250 - Parks Development	5,063,431	(194,128)	4,869,303
2300 - Impact Fee	4,562,061	(29,937)	4,532,124
2930 - Drug Law Enforcement Grant	359,581	(27,921)	331,660
4270 - Disaster & Replacement	218,939	-	218,939
4470 - Sales Tax Capital Improvement	18,207,937	(805,432)	17,402,505
4601 - Bond Program Grant Matching	8,624,123	(4,057)	8,620,066
4604 - Drainage Projects 2019 Bonds	531,358	(108,775)	422,583
4606 - Economic Development 2019 Bonds	2,328,812	(263)	2,328,549
4702 - Street Projects 2022 Bonds	13,689,550	(1,568,698)	12,120,852
4703 - Trails Projects 2022 Bonds	317,348	(149,638)	167,710
4704 - Drainage Projects 2022 Bonds	7,096,239	(111,785)	6,984,454
4705 - Parks Projects 2022 Bonds	6,291,864	(145,097)	6,146,767
4707 - City Facilities 2022 Bonds	2,035,481	(61,394)	1,974,087
4708 - Arts Corridor 2022 Bonds	1,725,267	(602,556)	1,122,711
4710 - Fire Projects 2022 Bonds	172,894	(20,930)	151,964
4802 - Street Projects 2024 Bonds	9,905,877	-	9,905,877
4805 - Parks Projects 2024 Bonds	4,798,541	-	4,798,541
5400 - Water and Sewer	112,789,848	(6,578,264)	106,211,584
5500 - Recycling and Trash Collection	1,687,885	(56,861)	1,631,024
5550 - Airport	1,217,956	(90,232)	1,127,724
9700 - Shop	5,700,572	(26,127)	5,674,445
Grand Total	218,930,000	(10,759,026)	208,170,974



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **CRAFTON, TULL & ASSOCIATES, INC. (SERVICE CONTRACT):**

RECOMMENDATION:

Staff recommends approval of a contract in the amount of \$227,315.00 with Crafton, Tull & Associates, Inc. per RFQ 25-01, selection #4 to provide professional services for the design of the White River Trail at River Commons, approval of \$30,000.00 in project contingency, and approval of a budget adjustment to recognize \$2,598,800.00 in revenue from the Climate Pollution Reduction Grant through the Arkansas Tri-Region Energy and Environment Innovation Coalition.

BACKGROUND:

On July 22nd, 2024, the Environmental Protection Agency (EPA) announced that the Tri-Region Arkansas Coalition was selected for a \$99,999,999 Climate Pollution Reduction Grant (CPRG) award for its "Energy and Environment Innovation for the Natural State" proposal. Northwest Arkansas is expected to receive \$36.25 million of the \$99,999,999 million in CPRG funding awarded by the Environmental Protection Agency to the Arkansas Tri-Region Coalition to implement each region's Energy and Environment Innovation Priority Action Plan.

On November 19th, 2024, Resolution 279-24 authorized the City of Fayetteville to accept and enter into a subaward grant agreement with the Arkansas Tri-Region Energy and Environment Innovation Coalition to utilize sub awarded funds for EPA climate pollution reduction grant project implementation. The Coalition will subaward \$2,598,800 over five years to the City of Fayetteville to design and construct approximately 10,000 feet of the White River Trail at River Commons.

DISCUSSION:

The City of Fayetteville is responsible for the following tasks for the White River Trail:

- Procure contractors for the design and construction of the White River Trail at River Commons
- Procure professional services to conduct assessments to meet federal requirements for trail construction
- Coordinate with WCRC on implementation of city restoration measures
- Provide reporting on projects to NWARPC and Metroplan

Crafton Tull and associates was selected by RFQ 25-01, selection #4 as the design engineer for the White River Trail at River Commons. City staff toured the trail corridor with Crafton Tull and WCRC and agreed on a preliminary alignment. Crafton Tull developed the attached proposal and contract based on the trail alignment and design scope of work discussed during the on-site meetings.

BUDGET/STAFF IMPACT:

Federal funding will go directly to the sub awardees and partners for the projects and there is no matching requirement. The City of Fayetteville will be responsible for managing the \$2,598,800 in Federal funding for the White River Trail design and construction.

ATTACHMENTS: SRF (#3) , BA (#4), White River Greenway Concept Plan (#5), CTA Proposal - White River Trail River Commons Connection - Signed (#6), 279-24 Resolution (#7), Fayetteville River Commons Sub Recipient Agreement - Fully Executed (#8), NWA Green Network Budget Summary - Subrecipients (#9), EPA Award Document (#10), RFQ 25-01, Selection 4 - Final Vote (#11)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-369

CRAFTON, TULL & ASSOCIATES, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFQ #25-01, SELECTION #4 AND AUTHORIZE A PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH CRAFTON, TULL & ASSOCIATES, INC. IN THE AMOUNT OF \$227,315.00 FOR THE DESIGN OF THE WHITE RIVER TRAIL AT RIVER COMMONS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on July 22, 2024, the EPA announced that the Tri-Region Arkansas Coalition was selected for a \$99,999,999.00 Climate Pollution Reduction Grant award for its “Energy and Environment Innovation for the Natural State” proposal and Northwest Arkansas is expected to receive \$36.25 million to implement each region’s Energy and Environment Innovation Priority Action Plan; and

WHEREAS, on November 19, 2024, the City Council passed Resolution 279-24 that authorized the Mayor to accept and enter into a subaward grant agreement with the Arkansas Tri-Region Energy and Environment Innovation Coalition to utilize \$2,598,800.00 over five years to design and construct approximately 10,000 feet of the White River Trail at River Commons.

NOW, THEREFORE, 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 RFQ #25-05 and authorizes Mayor Rawn to sign a professional engineering services contract with Crafton, Tull & Associates, Inc. in the amount of \$227,315.00 for the design of the White River Trail at River Commons, and further approves a project contingency in the amount of \$30,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to recognize \$2,598,800.00 in revenue from the Climate Pollution Reduction Grant.

City of Fayetteville Staff Review Form

2025-369

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Matt Mihalevich

3/20/2025

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract in the amount of \$227,315.00 with Crafton, Tull & Associates, Inc. per RFQ 25-01, selection #4 to provide professional services for the design of the White River Trail at River Commons, approval of \$30,000.00 in project contingency, and approval of a budget adjustment to recognize \$2,598,800.00 in revenue from the Climate Pollution Reduction Grant through the Arkansas Tri-Region Energy and Environment Innovation Coalition.

Budget Impact:

2230.900.8009-5860.02

Special Grants

Account Number

Fund

32501.2501

Climate Pollution Reduction Grant -
White River Trail

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ 257,315.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 2,598,800.00

Remaining Budget

\$ 2,341,485.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 279-24

Change Order Number:

Approval Date:

Original Contract Number:

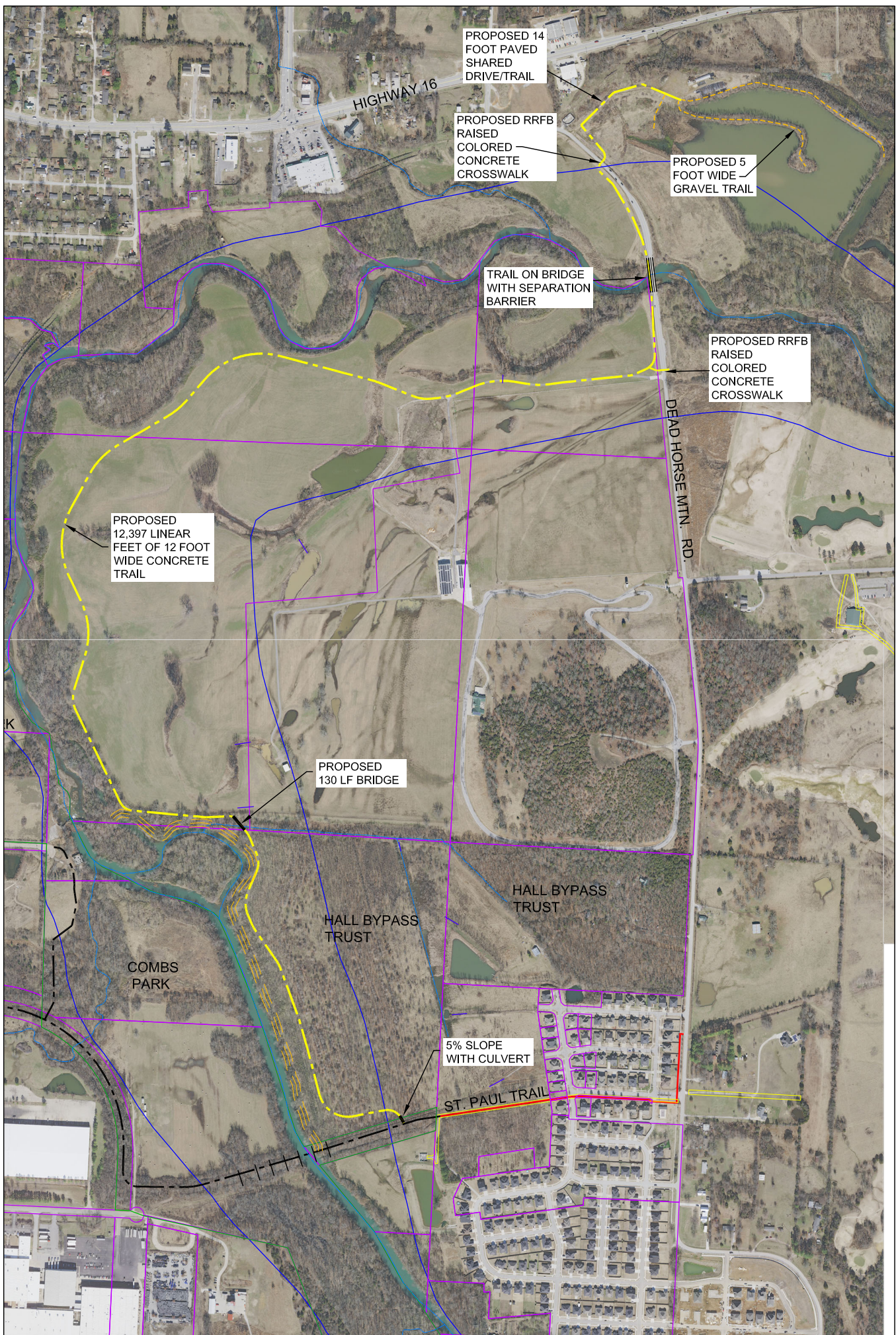
Comments: Item Cost includes contingency.

Budget Year	Division	Adjustment Number
2025	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

Staff recommends approval of a contract in the amount of \$227,315.00 with Crafton, Tull & Associates, Inc. per RFQ 25-01, selection #4 to provide professional services for the design of the White River Trail at River Commons, approval of \$30,000.00 in project contingency, and approval of a budget adjustment to recognize \$2,598,800 in revenue from the Climate Pollution Reduction Grant through the Arkansas Tri-Region Coalition.

	COUNCIL DATE:	4/15/2025
	ITEM ID#:	2025-369
	Holly Black	
	3/21/2025 7:50 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

v.2025311



AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
CRAFTON, TULL & ASSOCIATES, INC.

THIS AGREEMENT is made as of _____, 2025, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Crafton, Tull & Associates, Inc. with offices located in Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of the White River Trail River Commons Connection (The "Project"). Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional design services in connection with the Project as hereinafter stated, which shall include normal civil engineering and survey services.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendices A1, A2, A3, & A4 attached hereto and made part of this Agreement.
 - 2.1.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of the ENGINEER:
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - 3.1.3 Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services under this Agreement.
 - 3.1.4 Examine all studies, reports, sketches, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
 - 3.1.5 The City Engineer is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.
 - 3.1.6 CITY OF FAYETTEVILLE and/or its representative will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as Exhibit D.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The CITY OF FAYETTEVILLE shall compensate the ENGINEER based on an hourly NTE basis described in Exhibit B.
 - 5.1.1 The maximum not-to-exceed amount authorized for all Architectural and Civil design for as described in Exhibits A1, A2, A3, & A4 of this Agreement is \$224,340, not including reimbursable expenses. Compensation for reimbursable expenses is estimated to be \$2,975. Payment for a specific phase shall not exceed the scheduled amount prior to completion of that phase. Underruns in one phase may be used to offset overruns in another phase as long as the contract amount is not exceeded.

5.2 Statements

- 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the Design phase for the Project.

5.3 Payments

- 5.3.1 All statements are payable upon receipt and due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.4 Final Payment

- 5.4.1 Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against ENGINEER or his sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000 Each Accident
Commercial General Liability	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability:	
Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. ENGINEER agrees not to seek or accept any compensation or reimbursements from the City of Fayetteville for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic

conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 7.5.1 or 7.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 7.5.1 or 7.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 7.5.4 of this clause.

6.6 Delays

In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

ENGINEER's services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 7.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 7.8.3 and 7.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 7.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ENGINEER and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property

developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER

- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain Street
Fayetteville, Arkansas 72701

ENGINEER's address:
300 North College, Suite 317
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

- 7.1.1 CITY OF FAYETTEVILLE's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's review, approval or acceptance of, nor payment for any of the services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

- 7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. The United States Environmental Protection Agency, the Comptroller General of the United States, the United States Department of Labor, CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.
- 7.3.2 Records under Paragraph 8.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

- 7.3.3 This right of access clause (with respect to financial records) applies to:
 - 7.3.3.1 Negotiated prime agreements:
 - 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - 7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:
 - 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
 - 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

- 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, the State or EPA in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- 7.5.2 In the event this Agreement is terminated as provided in Paragraph 8.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 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 Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.

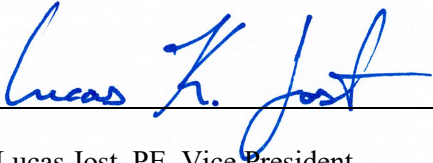
IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEER

By: _____

Molly Rawn, Mayor

By:  _____

Lucas Jost, PE, Vice President

ATTEST:

By: _____

City Clerk

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES



Exhibit "A1"

Scope of Basic Services For:

Project:	White River Trail River Commons Connection
Client:	City of Fayetteville
Location of Project:	Dead Horse Mtn. Road, Fayetteville, AR
Discipline:	<i>Surveying</i>
Discipline Manager:	James W. Montgomery, PLS
Project Manager:	Luke Jost, PE
Proposal Date:	March 21, 2025
Billing Type:	Hourly with a Maximum/Reimbursable Expenses (per Exhibit B, the Standard Fee Schedule)
Fee/Estimate:	Estimated \$15,500.00 + Expenses \$650.00± (title, locates and mi)
Description of the Construction Project:	Provided a Limited Design Survey that will include a profile with x-sections, mapping planimetric features, easement description with exhibit for the Hall Bypass Trust parcel, and other instructions as noted on the attached hereto Exhibit C, compiling the fieldwork with the existing City of Fayetteville 1-foot contours, to support the trail improvements engineering design.

- A title company will provide a title search for plats, deeds & easements that may affect this property. This service applies only to the Hall Bypass Trust parcel.
- We will mark the site and request a Utility 1-Call System underground utility line locate for the area along Dead Horse Mtn. Rd. only.
- Our survey crew will set permanent survey control monuments (2) on the site that will be tied to the city coordinate and elevation datum to which all survey data for this project will be referenced.
- We will establish the property boundary for the Hall Bypass Trust parcel to serve as the basis for the proposed project easement description with exhibit. All other property boundary lines, the Watershed Conservation Resource Center parcel(s), will be approximate for reference only, based on the City of Fayetteville's GIS.
- We will provide a topographic survey, a profile at 100-foot intervals with x-sections 25-feet left and right of centerline along the proposed route or as directed on the attached hereto Exhibit C, the project area, including the mapping of planimetric features (e.g. roadway, bridge, etc.).
- We will locate all visible utility lines on the project area site and those as marked by the utility 1-Call System, and will include the sizes & flow lines of drainage inlets and pipes, and sewer manhole tops & inverts.
- We will prepare a base survey drawing of the fieldwork data collection complied with the existing City of Fayetteville 1-foot contours, which will be used for engineering design purposes, along with an easement description with exhibit for the Hall Bypass Trust acquisition.

Scope of Basic Services does NOT include the following:

- Tree surveys.
- Easement dedication plat, easement documents, tract split plats, or similar type plats as may be required by the governing agency for approval of this project, unless noted otherwise above.
- Surveys and plats of the property for financing, sales, or for purposes other than as previously described, such as an ALTA or as-built survey.



- Surveys of offsite utility, street or drainage improvements not within the project area.
- Surveys for environmental studies, including wetland delineation.
- Surveys for flood data or studies for Corps of Engineer, FEMA or other special government agency permitting.
- Surveys for location of geotechnical soil borings or pits.
- Surveying related to construction services or construction staking.

Note: Services listed can be provided for additional fee.

Items Provided by City:

- City GIS information to support the engineering design in DWG format (e.g. 1-ft contours).
- Any existing boundary and topographic survey plats of the property that are in their possession.
- Disclosure of known boundary disputes, possible encroachments, and gaps or overlaps with adjoining properties.
- Disclosure of known buried tanks or environmental concerns within the proposed improvement site area that will be required to be shown on the survey.
- Access for our survey crew personnel to enter the property to conduct the surveys.

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Exhibit “A2” Scope of Environmental Services For:

Project:	White River Trail River Commons Connection
Client:	City of Fayetteville
Location of Project:	Dead Horse Mtn. Road, Fayetteville, AR
Discipline:	<i>Environmental</i>
Discipline Manager:	David Rupe
Project Manager:	Luke Jost, PE
Proposal Date:	March 20, 2025
Billing Type:	Hourly with a Maximum/Reimbursable Expenses
Fee:	\$ 6,500 Estimated hourly total for WOTUS Delineation \$ 3,500 Estimated hourly total for Nationwide permit application \$ 500 Estimated hourly total for Threatened and Endangered species <u>\$10,330 Phase I Cultural Study (subconsultant)</u> \$20,830 Total \$ 825 Estimated reimbursements (STAA fees)
Description of the Construction Project:	Wetland delineation, Section 404 nationwide permitting, Threatened and Endangered Species Assessment, and Cultural Resources Study on an approximately 2.4-mile pedestrian trail site located west of Dead Horse Mtn. Road.

The services to be provided by the Engineer:

- Waters of the U.S. Delineation and Report on a proposed trail extending approximately 2.4 miles.
- U.S. Army Corps of Engineers (USACE) Nationwide Permit Application (Section 404) and Coordination
- ADEQ Short-Term Activity Authorization (STAA) Permit Application and Coordination
- Threatened and Endangered Species Desktop Review
- Phase 1 Cultural Resources Survey (performed by subconsultant)

Scope of Basic Services does NOT Include the Following:

- USACE Jurisdictional Determination Request and Coordination
- Biological and/or Habitat Assessments/Surveys
- USACE Standard Permit Application and Coordination
- Geotechnical Investigation
- Construction oversight and due diligence
- Bat survey, if required (provided by subconsultant)
- Phase 1 Environmental Site Assessment

Note: Services listed can be provided for an additional fee.

Items to be provided by Owner:

- Site access

This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for an additional fee.

Exhibit “A3” Civil Scope of Basic Services for:

Project:	White River Trail River Commons Connection	
Client:	City of Fayetteville	
Location of Project:	Dead Horse Mtn. Road, Fayetteville, AR	
Discipline:	Civil Engineering	
Discipline Manager:	Luke Jost, P.E.	
Project Manager:	Luke Jost, P.E.	
Proposal Date:	March 21, 2025	
Billing Type:	Hourly with a Maximum/Reimbursable Expenses	
Fee/Estimate:	Civil Design	\$97,910
	Construction Administration	\$41,900
	Geotechnical Subconsultant (GTS)	\$5,200
	Reimbursable Expenses (Estimated)	\$1,500
	TOTAL:	\$146,075
Description of the Construction Project:	Design of approximately 2.38 miles of 12-foot-wide concrete trail along the east and south sides of the White River from the St. Paul Trail to and along Dead House Mountain Road (see anticipated alignment Exhibit C).	

Project scope:

Design of approximately 12,500 linear feet (2.38 miles) of 12-foot-wide concrete trail along the east and south sides of the White River from the St. Paul Trail to and along the Dead Horse Mountain Road. Tabled/raised pedestrian crossings are anticipated in two locations along Dead Horse Mountain Road. A 14-wide, 80' long prefabricated pedestrian bridge is anticipated where the trail crosses from the Hall Trust Property to the WCRC property. A 14-foot wide trail/access to the WCRC with 5-6' wide soft surface trail connections across the WCRC property as shown on the attached Exhibit C.

The design firm will provide flood analyses to determine the trail does not create a rise in the base flood elevation. Any crossing drainage structures are to be sized for the 10-year design storm.

The proposed project will include required topographic and boundary surveys, pipe sizing, hydraulic studies, corps of engineers permitting (if work is necessary in their jurisdiction), federal funding environmental documentation approval, trail design & engineering, RRFB crosswalk design, bid ready construction plans and specifications, and bidding assistance.

Detailed services to be provided by the Engineer:

Preliminary Design Phase (30%):

- Prepare Preliminary Plans (Title, Typical Section, Plan & Profile Sheets, Cross Sections)
- Meet with City and stakeholders to finalize route
- Utility coordination
- Prepare a preliminary cost estimate
- Submit plans to owner for review

60% Design Phase:

- Finalize trail geometrics based on 30% review comments
- Design of drainage structures as required
- Hydraulic analysis of the White River
- Utility coordination

- Drawing Set to include:
 - Cover sheet
 - Plan & profile sheets
 - Signing & Striping plans
 - Typical Section
 - Cross sections
 - Standard Details
- Update construction cost estimate
- Submit plans to owner for review
- Meet with City and stakeholders to finalize route

90% Design Phase:

- Revise plans based on comments to the 60% design submittal
- Pre-final design of trail and drainage improvements
- Final Hydraulic analysis of Skull Creek & Tributary w/ Drainage Crossings
- Prepare the following construction drawings:
 - Cover Sheet
 - Plan & profile sheets
 - Typical section sheets
 - Cross sections
 - Erosion control plans
 - Bridge plans
 - Signing & striping plans
 - Notes and Standard & Special Details
- Updated construction cost estimate
- Submit plans to owner for review

Final Design Phase

- Finalize plans based on comments to the 90% design submittal
- Finalize design of trail and drainage improvements
- Hydraulic analysis and no-rise certificate
- Prepare storm water pollution prevention plan (SWPPP)
- Submit final plans to City for review and approval
- Submit permit applications to ADEQ and USACE (if required)
- Update construction cost estimate
- Prepare project specifications

Bidding and Contract Negotiation Phase

- Answer bidder's questions and issue addenda
- Recommend Contractor to Owner
- Bid documents prepared and issued to bidders
- Receive bids and tabulate results

Construction Administration Phase (assume 180 days):

- Answer City staff questions
- Construction Observation
- Final inspection & project close-out

Geotechnical (provided by subcontractor - GTS)

- Assumes 2 borings at bridge area to a depth of 10-15'

Items Provided by City:

- Site access
- Construction materials testing
- Acquisition of Right of Way and Easements
- Coordination with Watershed Conservation Resource Center Staff

END SCOPE OF SERVICES THIS CONTRACT This is the scope of services for the Project. Should there be additions to this scope of services, those services shall be compensated for additional fee.

Additional Items that can be provided by CTA under amendment or separate contract:

- ROW/Easement Acquisition Services
- Retaining wall design
- FEMA applications/Coordination including CLOMR/LOMR process

Exhibit A4

Scope of Basic Services For Bridge Design

Project:	White River Trail River Commons Connection
Client:	City of Fayetteville
Location of Project:	Dead Horse Mtn. Road, Fayetteville, AR
Discipline:	Bridge
Discipline Manager:	Chuck Wipf
Project Manager:	Luke Jost
Proposal Date:	03/18/2025
Billing Type:	Hourly with a Maximum/Reimbursable expenses
Fee/Estimate:	\$43,000
Description of the Construction Project:	Modification of Existing Bridge No. 04905 for a proposed side path.

1. Preliminary Bridge Design
 - a. Manage bridge portion of project.
 - b. Meet with the Client to gather information.
 - c. Prepare and submit design criteria document.
 - d. Request and coordinate with survey.
 - e. Determine new bridge typical section based on the following:
 - 1) Existing bridge plans.
 - 2) Existing bridge inspection reports.
 - 3) 12'-0" minimum clear trail width.
 - 4) 11'-0" travel lanes.
 - 5) 2'-0" minimum shy distance to barriers.
 - 6) 3'-0" tall barrier between trail and travel lanes.
 - 7) H5 service vehicle live loading on trail.
 - 8) No utilities.
 - 9) No lighting.
 - f. Prepare preliminary bridge plans including:
 - 1) One (1) Bridge Layout.
 - 2) One (1) Bridge Typical Section.
 - g. Prepare preliminary bridge construction cost estimate.
 - h. Perform in-house quality control.
 - i. Submit preliminary bridge plans to the Client for review.
 - j. Meet with the Client at the project site to discuss review comments.
 - k. Revise preliminary plans based on reviewer comments.
2. Final Bridge Design
 - a. Prepare bridge design calculations to analyze the existing bridge superstructure and substructure for the following additional loads.
 - 1) Additional barrier between trail and travel lanes. TL-2 for 45 mph or less.
 - 2) Additional pedestrian load (PL) and vehicle load (H5).
 - b. Prepare detailed bridge modification plans.
 - c. Prepare bridge construction specifications. References shall be made to ARDOT Standard Specifications for Highway Construction (2014 edition).
 - d. Prepare bridge bid quantities.
 - e. Prepare bridge construction cost estimate.
 - f. Perform in-house quality control.
 - g. Submit final bridge plans to the Client for review.

- h. Meet with the Client at the project site to discuss review comments.
- i. Revise plans based on reviewer comments.
- 3. Plans, Specifications, and Estimate
 - a. Prepare final plans, specifications, and construction cost estimate for letting purposes.
 - b. Perform in-house quality control.
 - c. Submit final bridge plans to the Client for letting.
 - d. All bridge plans shall be prepared in Microstation format.
 - e. All bridge submittals shall be hard copy only.
- 4. Letting
 - a. Respond to bidder RFI's.
 - b. Issue addenda, if needed.
- 5. The Scope of Services for Bridge Design does NOT include the following:
 - a. Utility relocation.
 - b. Right-of-way.
 - c. Permitting.
 - d. Geotechnical engineering.
 - e. Hydraulic analysis.
 - f. Aesthetic features.
 - g. Letting administration, other than listed above.
 - h. Construction administration.
 - i. Hiring materials testing company.

This is the scope of services for Bridge Design. Should there be additions to this scope of services, those services shall be compensated for an additional fee.



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2025

Category	Hourly Rate
CIVIL ENGINEERING	
ENGINEERING PRINCIPAL	\$ 260
SR. ENGINEERING MANAGER	\$ 230
ENGINEERING MANAGER	\$ 195
SR. PROJECT ENGINEER	\$ 170
PROJECT ENGINEER	\$ 155
ENGINEER INTERN III	\$ 140
ENGINEER INTERN II	\$ 130
ENGINEER INTERN I	\$ 120
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 90
ENGINEERING CAD TECHNICIAN II	\$ 80
ENGINEERING CAD TECHNICIAN I	\$ 70
ENVIRONMENTAL	
ENVIRONMENTAL MANAGER	\$ 210
SR. ENVIRONMENTAL SCIENTIST	\$ 150
PROJECT ENVIRONMENTAL SCIENTIST	\$ 120
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN	\$ 65
INSPECTION	
SR. INSPECTOR	\$ 115
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
LANDSCAPE ARCHITECTURE	
LANDSCAPE ARCHITECTURE MANAGER	\$ 190
SR. LANDSCAPE ARCHITECT	\$ 170
PROJECT LANDSCAPE ARCHITECT	\$ 130
LANDSCAPE DESIGNER II	\$ 110
LANDSCAPE DESIGNER I	\$ 95
LANDSCAPE DESIGN INTERN	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 225
ADMINISTRATIVE MANAGER	\$ 170
ADMINISTRATIVE IV	\$ 115
ADMINISTRATIVE III	\$ 90
ADMINISTRATIVE II	\$ 70
ADMINISTRATIVE I	\$ 55

Category	Hourly Rate
PLANNING	
SR. PLANNING MANAGER	\$ 220
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 190
PROJECT PLANNER	\$ 130
PLANNER III	\$ 120
PLANNER II	\$ 110
PLANNER I	\$ 100
SURVEYING	
SURVEYING PRINCIPAL	\$ 240
SR. SURVEYING MANAGER	\$ 205
SURVEYING MANAGER	\$ 180
SR. PROJECT SURVEYOR	\$ 160
PROJECT SURVEYOR	\$ 140
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 120
CREW CHIEF II	\$ 110
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 105
SURVEY CAD TECHNICIAN II	\$ 85
SURVEY CAD TECHNICIAN I	\$ 75
UAV SERVICES	
UAV TEAM LEAD	\$ 125
UAV PILOT	\$ 85
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 175
GIS MANAGER	\$ 140
GIS ANALYST	\$ 105
GIS TECHNICIAN II	\$ 80
GIS TECHNICIAN I	\$ 55
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.70/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft.
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

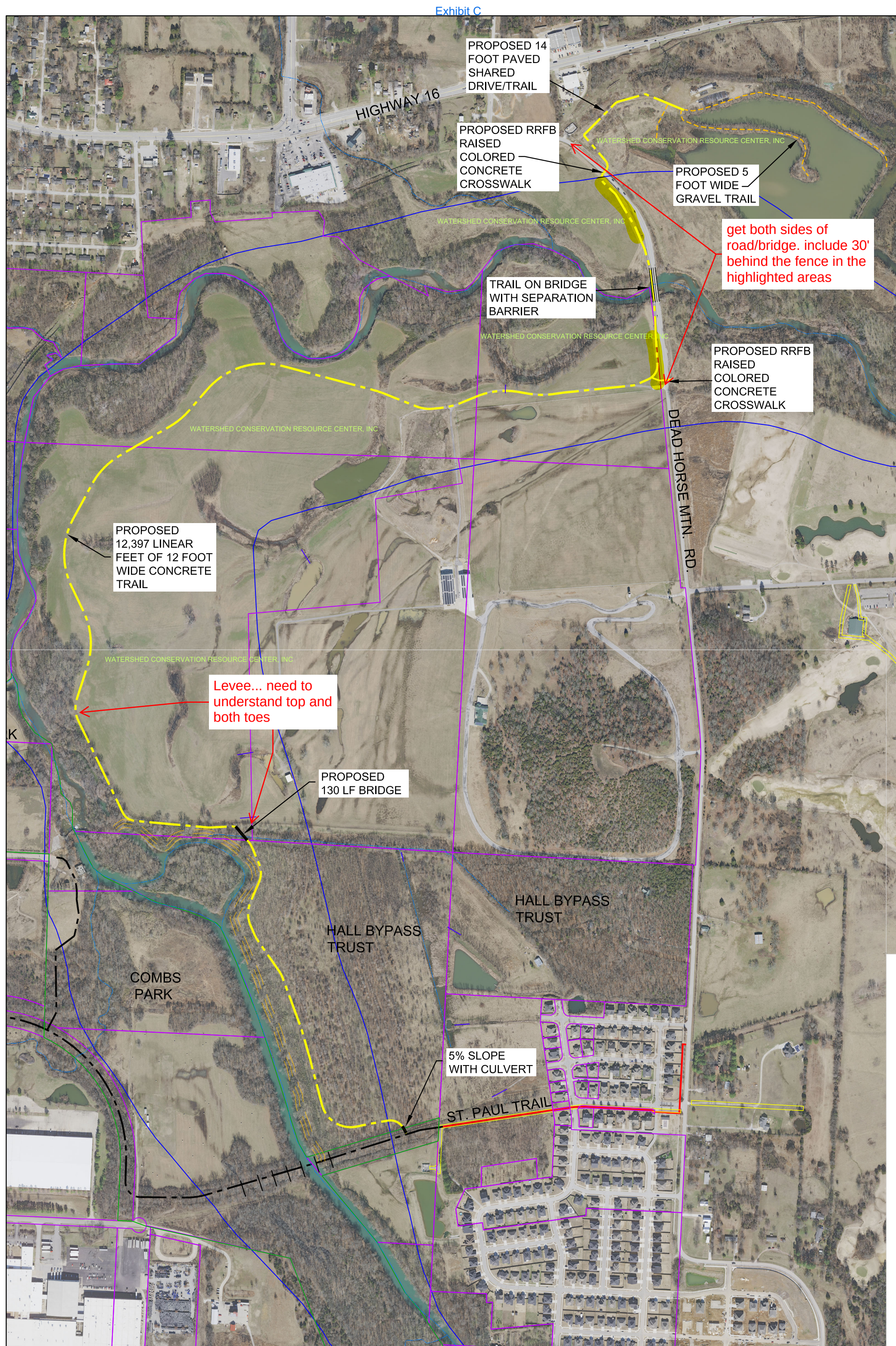


Exhibit “D” Anticipated Design Schedule

- Notice to Proceed: April 2025
- Environmental & Survey: May & June 2025(8 weeks)
- 30% Plans: July 2025 (4 weeks)
 - City Review (2 weeks)
- 60% Plans: October 2025 (8 weeks)
 - City Review: 2 weeks
- 90% Plans & Draft Contract docs: December 2025 (6 weeks)
 - City Review: 2 weeks
- Bid Plans & Specifications: January 2026 (4 weeks)



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 279-24

File Number: 2024-724

CLIMATE POLLUTION REDUCTION GRANT (SUB AWARD GRANT AGREEMENT):

A RESOLUTION TO AUTHORIZE THE CITY OF FAYETTEVILLE TO ACCEPT AND ENTER INTO A SUB AWARD GRANT AGREEMENT WITH THE ARKANSAS TRI-REGION ENERGY AND ENVIRONMENT INNOVATION COALITION TO UTILIZE SUB AWARDED FUNDS FOR EPA CLIMATE POLLUTION REDUCTION GRANT PROJECT IMPLEMENTATION; AND FOR OTHER PURPOSES

WHEREAS, the Arkansas Tri-Region Energy and Environment Innovation Coalition (“the Coalition”) has received an implementation grant from the environmental Protection Agency through the federal Climate Pollution Reduction Grant (“CPRG”) Program for projects related to the River Commons White River Trail; and

WHEREAS, the following projects were included in the Coalition’s CPRG grant proposal with the support of the City of Fayetteville: River Commons Floodplain, Prairie, and Riparian Restoration and Trail Construction; and Town Branch Corridor Stream and Riparian Restoration; and

WHEREAS, the Coalition desires to subaward a total of \$99,999,999.00 over five (5) years to the City of Fayetteville to perform CPRG implementation activities that include the River Commons Floodplain, Prairie, and Riparian Restoration and Trail Construction; Town Branch Corridor Stream and Riparian Restoration; University of Arkansas Oak Knoll Wetland, Prairie, Forest, Stream, and Riparian Restoration; University of Arkansas Oak Ridge Hillside Prairie and Forest Restoration and Trail Construction; and University of Arkansas AR Research & Tech Park Floodplain, Prairie, and Forest Restoration; and

WHEREAS, the City of Fayetteville recognizes the importance of the multi-use trail for the health and well-being of its residents and is committed to enhancing residents’ quality of life through sustainable environmental practices; and

WHEREAS, the City Council supports the City of Fayetteville’s partnership with the Coalition and the EPA’s goal to assist states, local governments, tribes, and territories to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution.

NOW, THEREFORE, 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 agrees to receive and account for all sub-awarded funding and project expenses. Mayor Jordan is hereby authorized to execute all appropriate agreements and contracts necessary to implement the above stated projects.

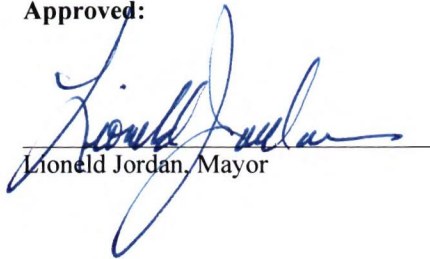
Section 2: Mayor Jordan is hereby authorized to direct all funding and staff time necessary to meet project deliverables as agreed upon with the Coalition.

Section 3: Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed.

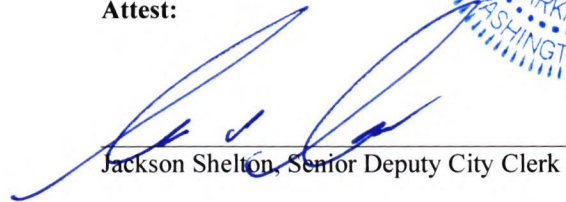
Section 4: Repeal of Conflicting Resolutions: All resolutions or orders of the City Council of the City of Fayetteville, or parts of resolutions or orders of the City Council, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED on November 19, 2024

Approved:


Lioneld Jordan, Mayor

Attest:


Jackson Shelton, Senior Deputy City Clerk



SUBRECIPIENT AGREEMENT

River Commons
Between
Metroplan
and
Northwest Arkansas Regional Planning Commission
and
Watershed Conservation Resource Center
and
Northwest Arkansas Land Trust
and
The City of Fayetteville, AR, Subrecipient # CPRG-NWA-008

ENVIRONMENTAL PROTECTION AGENCY CLIMATE POLLUTION REDUCTION GRANT

This Subrecipient Agreement ("Agreement") is entered into on this 23 day of December 2024 between **Metroplan** (the "Pass-through Entity" or "Metroplan"), the Northwest Arkansas Regional Planning Commission ("NWARPC"), and Watershed Conservation Resource Center ("WCRC") Northwest Arkansas Land Trust ("NWALT"), and the City of Fayetteville (the "City" and, together in partnership with WCRC and NWALT, collectively the "Subrecipient").

Relative to

Implementation of public land restoration, stream restoration, land protection, and trail construction as described in *Attachment A: Scope of Work/Deliverables* attached hereto (hereafter referred to separately as a "Project" and, collectively, as the "Projects").

Recitals

WHEREAS, Metroplan is the recipient of a United States Environmental Protection Agency (EPA) award entitled the Climate Pollution Reduction Grant (CPRG), which EPA provided for the planning and development of ambitious climate action and air pollution reduction plans and to implement measures from those plans, and for which the Subrecipient's match is 0%; and

WHEREAS, the projects to be implemented pursuant to the terms of this Agreement were recommended by the Northwest Arkansas Regional Planning Commission (NWARPC) and applied for by the Arkansas Energy and Environment Innovation Tri-Region Coalition, which is comprised of Metroplan, NWARPC, and the City of Fort Smith; and

WHEREAS, the Subrecipient has agreed to complete the Projects in accordance with this Agreement; and

WHEREAS, the Subrecipient hereto accepts the specific responsibilities listed in

Subrecipient's Initials: SGF

this Agreement to ensure the funding and completion of the Project; and

WHEREAS, the Subrecipient has obtained all necessary approvals and authorizations to execute, deliver and perform this Agreement and to implement and complete the Projects; and

WHEREAS, Metroplan will serve as the Pass-through Entity (grant administrator) for the federal dollars provided by CPRG funds and will report the progress and budget narrative to the CPRG Project Office; and

WHEREAS, the Subrecipient has no knowledge of any legal impediments to the completion of the Projects.

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth, Metroplan and the Subrecipient agree as follows:

AGREEMENT

- Section 1. General Information**
- Section 2. Federal Requirements**
- Section 3. Pass-through Entity Requirements**
- Section 4. Subrecipient Requirements**
- Section 5. Lead Agency and Project Manager Requirements**
- Section 6. Right-of-Way and Land Protection Requirements**
- Section 7. Land Restoration or Stream Restoration Requirements**
- Section 8. Trail Construction Requirements**
- Section 9. Metroplan Responsibilities**
- Section 10. NWARPC Responsibilities**

SIGNATURES

ADDENDA

- Attachment A. Scope of Work / Deliverables**
- Attachment B. Approved Budget**
- Attachment C. Monitoring Plan**
- Attachment D. Flow Down Provisions**
- Attachment E. ACORN Memo**
- Attachment F. ACORN Declaration**
- Attachment G. Equal Employment Opportunity Certification Form**
- Attachment H. Certification Regarding Lobbying**
- Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**
- Attachment J. Lead Agency Form (LPA-005)**
- Attachment K. EPA Grant Agreement (02F75801)**

Subrecipient's Initials: SGF

Section 1. General Information (see § 200.332)

**1. INFORMATION REQUIRED BY THE UNIFORM GRANT GUIDANCE (UGG)
2 CFR §200.332:**

- a) **Subrecipient Name** (must match the name associated with its Unique Entity Identifier):
City of Fayetteville, Arkansas in partnership with WCRC and NWALT
- b) **Subrecipient's Unique Entity Identifier (formerly known as DUNS number):** City
UEI: _FKCQRMDULFH9_____
WCRC UEI: _XZ1LGWGULGJ6_____
NWALT UEI: _C8FNPE761J78_____
- c) **Federal Award Identification Number (FAIN):**
02F75801
- d) **EPA Award Date:**
October 16, 2024
- e) **Subaward Period of Performance Start and End Date:**
Subaward period of performance shall begin on ~~January 15, 2024~~ December 23, 2024 and end on August 31, 2029. SQF
- f) **Total Amount of Federal Funds Obligated Under the Initial Subaward:**
\$4,254,743.00
- g) **Total Amount of Federal Funds Obligated to the Subrecipient:**
\$4,254,743.00
- h) **Name of Federal Awarding Agency and Contact Information:**
U.S. EPA, Region 6, Grants Management Section
ATTN: Silvana Palacios-Guberti, EPA Project Officer
1201 Elm Street, Suite 500, ARDPM
Dallas, TX 75270-2102
Telephone: (800) 887-6063
Website: <https://www.epa.gov/>
Contact Information for Metroplan:
Metroplan/Casey Covington
ATTN: Leesa Freasier
501 W Markham, Ste B
Little Rock, AR 72201-1409
Telephone: (501) 372-3300
Website: <https://metroplan.org/>

Subrecipient's Initials: SQF

Contact Information for the Subrecipient:

WCRC

ATTN: Sandi Formica

Address: 380 W Rock St, Fayetteville, 72701

Telephone: (479) 444-1916

Website: www.watershedconservation.org**i) Assistance Listings Number (formerly known as the CFDA#) and Title:**

#66.046 – Climate Pollution Reduction Grants

See <https://sam.gov/fal/6ccff3d73583450ba88ecef4bee21212/view>**j) This subaward is a program grant and not for Research and Development.****k) Indirect Cost Rate:** The subrecipient's indirect cost rate based on a Federally Negotiated Indirect Rate Agreement is 43.7%**Section 2. Federal Law and Compliance Requirements**

COMPLIANCE WITH APPLICABLE LAWS: The Subrecipient shall perform all activities funded by this Agreement in accordance with all applicable federal, state, and local laws, including without limitation laws which regulate the use of funds allocated under EPA Region 6 Federal Award Identification Number (FAIN) 02F75801. The term “federal, state, and local laws” as used in this Agreement shall mean all applicable statutes, rules, regulations, executive orders, directives, or other laws, including all laws as presently in effect and as may be amended or otherwise altered during the Agreement Term, as well as all such laws which may be enacted or otherwise become effective during the Agreement Term. The term “federal, state, and local laws” shall include, without limitation:

a. Federal Requirements:

i. **Authorizing Program Statute.** This grant was created by Section 60114 of the Inflation Reduction Act, Climate Pollution Reduction Grants, 42 U.S. Code § 7437 (or Public Law 117–169, title VI, Aug. 16, 2022, 136 Stat. 2076), which amended the Clean Air Act (CAA) by creating Section 137 for Greenhouse Gas Air Pollution Plans and Implementation Grants; and

ii. **EPA General Terms and Conditions.** The current Environmental Protection Agency (EPA) General Terms and Conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf; and

These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions, or restrictions cited throughout the award; and

Subrecipient's Initials: SGF

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>; and

Program guidance is available at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

iii. Federal regulations applicable to this award include, without limitation, the following:

- a. **Uniform Administrative Requirements (“UGG”).** Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as EPA may determine are inapplicable to this Award including adherence to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred.
- b. **Audits.** In accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, Subrecipient shall comply with all audit requirements for non-federal entities that expend federal awards unless and to the extent of any applicable exemption. The Subrecipient is responsible for resolving audit findings and implementing necessary corrective action specifically related to the subaward, and for promptly delivering to Metroplan all information and certifications necessary for Metroplan’s compliance with 2 CFR §200.332(e)(4). The Subrecipient will report to Metroplan the corrective action taken to resolve any findings of all audits. Metroplan will send corrective action to be taken to EPA for approval (see <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-F>).
- c. **Conflicts of Interest.** The Subrecipient must maintain a conflict of interest policy consistent with 2 CFR § 200.318(c) and such conflict of interest policy shall apply to each activity funded under this award. Subrecipients must disclose in writing to Metroplan, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR § 200.112.

Section 3. Pass-through Requirements (see 2 CFR § 200.332)

All parties agree:

1. **Term.** Subject to the United States Environmental Protection Agency, Region 6, Air and Radiation Division, approval and the provisions for terminations as hereinafter provided, the term of this Agreement shall commence on December 1, 2024, and end on August 31, 2029, unless the period is extended by notification or by modification of this Agreement, through mutual agreement of the parties and federal agency approval.

Subrecipient’s Initials: SQF

2. **Benefit.** Subrecipient and Metroplan agree, unless specifically stated otherwise, that the provisions of this Agreement are not intended to create or confer a third-party benefit or right on any person or entity, not a party to this Agreement.
3. **Administrative Considerations.** Where policies of the Subrecipient differ from those of Metroplan, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.
4. **Compensation.** This subaward agreement utilizes the cost reimbursement method of payment unless provisions are specifically outlined in this Agreement for advanced payment. The amount of the subaward is \$4,254,743.00 The Subrecipient may invoice at most monthly and shall invoice at least once every three months. Invoices will state the period for which reimbursement is being requested and will itemize the cost by budget category per the budget summary (*see Attachment B*) Any cost over \$4,254,743.00 be the sole responsibility of the Subrecipient at 100% Subrecipient's cost. All deliverables and reports defined in *Attachment A: Scope of Work/Deliverables* and *Attachment B: Budget* are to be submitted to Metroplan for the compensation defined herein. The Subrecipient shall not be entitled to receive any additional or separate compensation from Metroplan in connection with the project without prior approval of Metroplan, followed by an amendment submitted to Metroplan approved by the Federal Awarding Agency. Any unspent funds will be reallocated by NWARPC and Metroplan.
The Subrecipient agrees to complete a W-9 form and Direct Deposit Authorization form and submit to Metroplan.
5. **Relationship of Parties.** The parties are independent, and neither party is the agent, joint venturer, partner, or employer of the other.
6. **Monitoring Plan and Reporting.** The Subrecipient will ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by 2 CFR § 200.332(e). Metroplan will monitor program and financial performance in accordance with 2 CFR § 200.332(e) through the adherence to a Monitoring Plan, included in the Addenda as *Attachment C: Monitoring Plan*. The Monitoring Plan will identify any failures in the administration and performance of the award and will also serve to identify whether the Subrecipient needs technical assistance. Metroplan may conduct on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Subrecipient shall promptly deliver to Metroplan all information and certifications necessary for Metroplan's compliance with 2 CFR § 200.332(e). For reporting, the uniform guidance requires that Metroplan and the Subrecipient collect environmental information as approved in the project's Quality Assurance Project Plan (QAPP) and use OMB-approved government-wide standard information collections when providing performance information and data in reports. Performance measures for the Project's expected outputs and outcomes are included in *Attachment C: Monitoring Plan*.
7. **Audit Costs.** All Parties that are subject to the single audit requirement (§ 200.332) shall bear the cost of their single audit. The Subrecipient shall be responsible for payment of any

Subrecipient's Initials: SGF

and all audit exceptions related to the work performed under this Agreement which are identified by the audit agency. For subrecipients that are not eligible for a single audit, Metroplan may conduct an agreed upon monitoring as an audit strategy. The cost of the agreed upon monitoring will be charged to the Metroplan award. Notwithstanding any other condition of the Agreement, the cooperative audit resolution process may be applied, as appropriate.

8. **Access to Records.** The books and records of all Parties must be made available, if needed and upon request, at the Parties' regular place of business, for audit by personnel authorized by the government. This includes inspections and audits by Metroplan, the Comptroller General of the United States, the EPA Office of Inspector General, other EPA staff, or any authorized representative of the Federal government. Reviews by the EPA Project Officer and the Grants Specialist may occur each year. The Federal Awarding Agency and/or Pass-through Entity has the right to return to audit the program after closeout at any time during the record retention period and as long as the records are retained, to conduct recovery audits including the recovery of funds, as appropriate (§ 200.337(c)).
9. **Record Retention.** All Parties shall retain all records pertinent to program activities and financial expenditures incurred under this Agreement for a period of three years after the date of submission of the final expenditure report under this award (§ 200.334). Notwithstanding the above, if there are litigation, claims, audits, negotiations, written notification from the federal program or cognizant agencies or the Pass-through Entity, or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues (§ 200.334(a)), or the expiration of the three-year period, whichever occurs later.
10. **Risk Assessments, Specific Conditions and Remedies.** Metroplan has conducted a risk assessment as required by 2 CFR § 200.332(c) and determined the Subrecipient's level of risk as low. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues, or other adverse circumstances that may arise. In the event of noncompliance or failure to perform, Metroplan has the authority to implement specific conditions and apply appropriate remedies as authorized under 2 CFR § 200.339, including but not limited to: temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment, withholding further funds or other available remedies.
11. **Copyright/Intellectual Property.** Metroplan will possess the entire and the Subrecipient will possess shared copyright, title, and interest in all materials, inventions, or deliverables produced as a result of this subaward, including use of logos, as appropriate. As a general principle, subject to the rights of the federal government and with respect to any subject, invention, material, or deliverable in which the Pass-through Entity and the Subrecipient retain title resulting from this subaward, the federal government shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced for or on behalf of the United States the subject invention, material, or deliverable throughout the world. Metroplan and the Subrecipient will credit the Federal Awarding Agency on any materials, inventions or deliverables produced under the federal award and subaward.

Subrecipient's Initials: SQF

12. Termination.

- a. This Agreement may be terminated at any time by either party, upon giving 30 days written notice to the non-terminating party. Metroplan reserves the right to cancel any Project without liability against Metroplan for any reason including, but not limited to, unreasonable delay or lack of progress, the Subrecipient's inability to provide an audit-worthy reason for the substantial delay in the Project development or completion process, or the Subrecipient's unresponsiveness to Metroplan's requests.
 - b. **PERFORMANCE DEFICIENCIES:** Metroplan may terminate this Agreement for the Subrecipient's failure to perform required actions or failure to submit acceptable deliverables as required herein. In the event Metroplan provides notice of deficiency under this Agreement, Subrecipient will have fourteen (14) days to cure identified deficiencies prior to termination.
 - c. **REPAYMENT OF GRANT FUNDS:** Once notified of termination by Metroplan, Subrecipient will immediately return all unexpended funds to Metroplan. Metroplan may require additional information regarding previously expended funds including a justification of use of funds for inadequate or insufficient deliverables. Should Subrecipient fail to complete any Project in accordance with Agreement or fail to adequately maintain or operate a Project until at least 2030, Metroplan and EPA may request return of any allocated funds from the applicable Project that has failed to comply with the terms of this Agreement.
 - d. **NON-APPROPRIATION CLAUSE:** This Agreement will be automatically terminated in the event that funds under FAIN 02F75801 are discontinued by the Federal Awarding Agency for any reason. Such termination will take effect upon receipt of written notice to the Subrecipient from Metroplan. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost and available CPRG funds, upon review of the Subrecipient's records. This provision shall not be construed to abridge any other right of termination Metroplan may have.
- 13. Notice.** Any notice required or deemed desirable to be given, shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to the following addresses:

If to Metroplan:

Casey Covington
 501 W Markham Suite B, Little Rock, AR 72201
ccovington@metroplan.org
 (501) 372-3300

Secondary Metroplan:

Leesa Freasier
 501 W Markham Suite B, Little Rock, AR 72201
lfreasier@metroplan.org
 (501) 372-3300

Subrecipient's Initials: SGF

If to Subrecipient:

Sandi Formica
 380 W. Rock St., Fayetteville, AR 72701
 www.watershedconservation.org
 (479) 444-1916

- 14. Liability to Others.** The Subrecipient agrees that it will be responsible to defend, and if valid, to satisfy claims against the Subrecipient, which result from the Subrecipient's performance of or failure to perform its duties under this Agreement, and subaward.
- 15. Non-Exclusive Jurisdiction.** All disputes and claims relating to any provision of the Agreement or any covenant, representation, or warranty of either party, or the alleged breach thereof (including without limitation any claim that this Agreement or any provision thereof is illegal or is otherwise unenforceable or voidable under law) shall be settled by a court of competent jurisdiction located in Pulaski County, Arkansas.
- 16. Entire Agreement.** This Agreement, including all attachments, contains the sole and entire agreement and understanding of the parties with respect to the subject matter hereof. Any and all prior discussions, negotiation, commitments and understanding relating thereto are hereby merged herein. This Agreement may be changed or modified only by writing and signed by the parties hereto, subject to the policies and approvals of Metroplan and the Federal Awarding Agency.
- 17. Governing Law.** This Agreement, the relations, rights, and duties of the parties among themselves, and matters pertaining to them in this Agreement, shall be governed by and construed in accordance with the laws of the State of Arkansas.
- 18. Indirect Cost Rate** (see 2 CFR 200.414 and 200.1) The Subrecipient may apply indirect costs to its Modified Total Direct Cost (MTDC), which means all direct salary and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000.00 of each subaward. The Subrecipient will supply Metroplan with documentation of their established and approved indirect cost rate.
- 19. Closeout** (see § 200.332(b)(6)). Metroplan will determine whether all applicable administrative actions and all required work have been completed by the subrecipient at the end of the period of performance. If the Subrecipient fails to complete the requirements, the Federal Awarding Agency or Pass-Through Entity will proceed to closeout the award with the information available (§ 200.344). Metroplan will note if closeout relates to the end of a 12-month period and termination of subaward, or if the closeout relates to the end of a 12-month period and preparation for an upcoming continuation period.

Metroplan must describe requirements for liquidation of financial obligations if the award is ending, or identification of carry-over of funds, if needed, to the next award period (§ 200.344(b)).

Metroplan must include completion of any other required closeout activities, such as submission of deliverables, payments, if any, due to the Subrecipient from the Pass-through Entity, attribution to the federal agency and/or copyright or patent rights, and any accounting of real or personal property (§ 200.344(d) through (h)).

Subrecipient's Initials: SQF

Section 4. Subrecipient Requirements

1. **Flow Down Provisions.** The Subrecipient agrees to comply with all statutory, regulatory, and Executive Order requirements that apply to EPA funded projects per 2 CFR 200.332(b)(2). Requirements that flow down to Subrecipients are attached hereto as *Attachment D*, all of which are incorporated into this Agreement by reference.
2. **Use of Funds.** The Subrecipient agrees that the CPRG funds distributed to Subrecipient have been awarded specifically for completion of the Projects as required herein, not for Subrecipient to utilize until expended.
3. **Responsibilities.** The Subrecipient agrees to furnish the necessary resources, staff time, materials, services, and otherwise to do all things necessary for the performance of the work described in *Scope of Work / Deliverables*, which is incorporated into the Agreement as *Attachment A*, along with the *Budget* required for that performance, which is incorporated into the Agreement as *Attachment B*.
5. **Assurances.** The Subrecipient agrees to follow applicable EPA Standard Assurances that can be found at EPA's Guidance for Preparing Standard Operating Procedures and SF 424D: Assurances for Construction Programs and agrees to complete, execute, and deliver such document to Metroplan.
6. **Reimbursement Requests.** Reimbursement requests shall be submitted, at minimum, every three (3) months but not more than once per month.
7. **Reporting.** Subrecipient agrees to provide to the Lead Agency a monthly written status report regarding each Project. Lead Agency will determine due dates for report submittal. In accordance with the Federal Funding Accountability and Transparency Act (FFATA), if the award is subject to FFATA Subaward and Executive Compensation Reporting Requirements, then the terms and conditions of that award must link to the Operating Divisions' (OPDIV) website that houses the full text or include the full text of the reporting requirements.
8. **Measurement and Verification.** The Subrecipient accepts responsibility for the inspection, measurement, and documentation of pay items, and certification of all work in accordance with the plans and specifications for each Project and for monitoring the Subrecipient's general contractors and subcontractor(s) for compliance with the provisions of EPA-CPRG Required Contract Provisions, Federal Construction Contracts, and Supplements.
9. **Rebudgeting and Prior Approvals.** The Subrecipient is permitted to rebudget direct costs, if necessary, as described in the uniform guidance (§ 200.308) to better reflect spending requirements, subject to Metroplan written approval, and subject to the Federal Awarding Agency's policy and the uniform grant guidance that would define requirements for prior written approval (§ 200.407) before implementation.
10. **Responsibility for Project Costs.** The Subrecipient accepts responsibility for 100% of its suballocated Project costs incurred, a) should any Project not be completed as specified; b) should any Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or c) should Subrecipient be determined ineligible by EPA.

Subrecipient's Initials: SQF

11. **Project Activities.** Subrecipient accepts responsibility for performing Project activities in accordance with the provided services which include environmental documentation and permitting, preliminary engineering, and inspection for the Projects. If the Subrecipient uses a consultant for any of these services, Subrecipient must notify Metroplan before any work is performed.
12. **Budget and Planning.** Subrecipient accepts responsibility for preparing and approving plans, cost estimates, and invoices, and making payments for each Project.
13. **Permits.** Subrecipient agrees to prepare the necessary environmental documentation and obtain all necessary permits as required by EPA and conduct any required public involvement meetings and public hearings.
14. **Planning Requirements.** Subrecipient agrees to ensure that the plans and specifications for each Project are developed consistent with federal, state, and local law and ensure that the plans and specifications comply with the American with Disabilities Act (ADA) and all other applicable federal, state, and local regulations, including airport clearance, when necessary, for the type of work involved.
15. **Maintenance and Operation.** The Subrecipient accepts responsibility for satisfactory maintenance and operation of all land and stream restoration and preservation project improvements. The City of Fayetteville accepts responsibility for satisfactory maintenance and operation of all trail construction and improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate any Project in accordance with EPA-CRPG requirements may result in the Subrecipient and/or City of Fayetteville being required to repay federal funds. The Subrecipient agrees to retain total, direct control over the land and stream restoration and preservation projects and City of Fayetteville agrees to retain total, direct control over the trail facility throughout the life of project improvements until at least 2050 and not, without prior approval from the EPA: a) sell, transfer, or otherwise abandon any portion of a Project; b) change the intended use of a Project; c) make significant alterations to any Project improvements constructed with EPA-CPRG funds; or d) cease maintenance or operation of a Project due to obsolescence.
16. **Disclosure of Information.** Any confidential or personally identifiable information (PII) acquired by the Subrecipient during the course of the subaward shall not be disclosed by the Subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of Metroplan, either during the term of the Agreement or in the event of termination of the Agreement for any reasons whatsoever. The Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federal supported projects.
17. **Management Fees.** Subrecipient is prohibited from using funds allocated through CPRG for paying management fees, as referenced in *Attachment D*.
18. **UEI and SAM Registration.** Subrecipient agrees to provide Metroplan and EPA with its Unique Entity Identifier (UEI) and agrees to maintain current registrations in the System for Award Management (SAM) (www.sam.gov) at all times during which it has active federal awards funded.

Subrecipient's Initials: SGF

19. **ACORN.** Memorandum M-10-02 (*Attachment E*) guides the use of federal funds regarding the Association of Community Organizations for Reform Now (ACORN). *Attachment F* is an ACORN Funding Declaration. Subrecipient shall complete the bottom section of the declaration and return it to Metroplan with this signed Agreement.

20. **Negligence, Misconduct, or Acts of Omission.** The Subrecipient agrees that any and all claims for damages to property or injury or death to persons caused by any act of omission, negligence, or misconduct from the performance of work by Subrecipient's employees and/or its contractors on the Projects shall be the sole responsibility of the Subrecipient or the applicable contractor(s), as the case may be, and that Metroplan shall have no liability whatsoever for any such claims. In this regard the Subrecipient shall require any contractor and subcontractors on the Projects to procure and maintain a policy or policies of commercial general liability insurance during the duration of the Projects, which shall be endorsed to include broad form general liability and completed operations coverage in forms and amounts reasonably acceptable to Metroplan and which name Metroplan and Subrecipient as additional insureds. The contractors and subcontractors shall furnish Subrecipient and Metroplan with documentation of proof of liability insurance coverage as required hereunder with submission of a signed contract and thereafter at least annually (within thirty (30) days prior to expiration of the applicable policy). The Subrecipient agrees that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of Subrecipient or its employees, agents, or contractors in the performance of the Projects and this Agreement are obligations of Subrecipient or its contractors, as applicable. Further, Subrecipient agrees that Metroplan, as the Pass-through Entity, has no duty or responsibility for the design, construction, maintenance, or operation of the Projects, and therefore shall have no liability related to the design, construction, maintenance, or operation of the Projects. Subrecipient also agrees to assume all risks associated with the Project work to be performed by its agents, employees, and contractors under this Agreement and that Metroplan, as the Pass-through Entity, shall not be responsible or liable for any damages whatsoever from the actions or inactions of Subrecipient, its employees, agents, and contractors. Nothing set forth herein shall be construed as waiving any statutory immunity of Subrecipient.

The Subrecipient agrees that such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Subrecipient understands and agrees that Metroplan may cause necessary funds to be withheld from the EPA-CPRG subaward if Subrecipient fails to complete any Project as specified or fails to adequately maintain or operate any Project.

21. **Nondiscrimination.** The Subrecipient agrees to assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), and Nondiscrimination in Federally-

Subrecipient's Initials: SGF

Assisted Programs of the Department of Transportation. The Subrecipient shall complete and submit to Metroplan an Equal Employment Opportunity Certification Form (*Attachment G*).

22. **Standards of Work.** The Subrecipient agrees to implement the subaward and perform pursuant to the requirements of the Agreement in a manner consistent with that level of care and skill ordinarily exercised by subrecipients currently practicing under similar conditions, particularly in reference to restricted or sponsored programs. The Subrecipient understands that this Agreement is being issued under a federal award, FAIN 02F75801, Program Code 5E, for the Project to be implemented by Metroplan. The Subrecipient agrees to be bound and abide by all applicable regulations contained herein, with regard to federal assurances and certifications including lobbying and debarment.
23. **Lobbying.** Subrecipients shall complete and submit to Metroplan a Certification Regarding Lobbying Form (*Attachment H*).
24. **Debarment.** Subrecipients shall complete and submit to Metroplan a Certification Regarding Debarment, Suspension, and Other Responsibility Matters (*Attachment I*).

Section 5. Lead Agency and Project Manager Requirements

Lead Agency: WCRC

1. **Project Manager.** The Subrecipient acting as Lead Agency agrees to notify Metroplan in writing who Subrecipient designates as its full-time employee to act as Project Manager to be in responsible charge of the day-to-day oversight of the Projects (*Attachment J: Form LPA-005*). If the designated full-time employee changes, the Subrecipient must promptly notify Metroplan by resubmitting Form LPA-005 for the newly designated Project Manager. The duties and functions of the employee in responsible charge are:
 - a. Oversee Project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of the Projects;
 - b. Maintain familiarity of day-to-day Project operations, including Project safety issues;
 - c. Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - d. During construction, visit and review the Projects on a daily basis;
 - e. Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - f. Direct Project staff or consultant to carry out Project administration and contract oversight, including proper documentation; and
 - g. Be aware of the qualifications, assignments, and on-the-job performance of Project and consultant staff at all stages of the Projects.
2. **Reporting.** Lead Agency agrees to provide a monthly written status report to Metroplan regarding each Project. These monthly status reports are due at the end date of each month. If this date falls on a holiday or weekend, the reports are due the day before the holiday or weekend. After each quarter of the calendar year, the Lead Agency agrees to

Subrecipient's Initials: SQF

complete and submit to Metroplan a quarterly status report using the Metroplan template. This report will be due on the 15th of the month immediately following the end of each quarter.

Section 6. Right-of-Way and Land Protection Requirements

Responsible Subrecipient: NWALT

1. Subrecipient agrees to acquire any property required for a Project in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
2. Subrecipient agrees to ensure the preparation of right-of-way plans are completed in accordance with applicable state, federal and local regulations.
3. Subrecipient shall be responsible for all non-reimbursable costs associated with the relocation of any utility lines and/or utility facilities.
4. Subrecipient agrees to provide Metroplan and the EPA upon request with a copy of the recorded deed or other documentation reasonably acceptable to Metroplan and the EPA, along with a certification stating that the Subrecipient owns clear and unencumbered title or legally sufficient rights to any right-of-way used for the Projects. If a preservation ordinance or deed restriction is being used, the Subrecipient will provide Metroplan and the EPA upon request with a copy of the duly authorized ordinance or recorded deed restrictions. Upon completion of any right-of-way acquisition, deed restriction, or other documentation, the Subrecipient agrees to provide a letter confirming completion to Metroplan and EPA.

Section 7. Land Restoration or Stream Restoration Requirements

Responsible Subrecipient: WCRC

1. Subrecipient agrees to submit a certification letter (Form LPA-008), including all items noted, to Metroplan prior to initiation of work for each Project.
2. Subrecipient agrees to provide Metroplan a Quality Control Plan with an independent review of work performed.
3. Subrecipient agrees to ensure soil health, water quality, native vegetation, ecosystem connectivity, sustainable practices, monitoring, and maintenance practices guided by the specific laws and regulations of the Bureau of Land Management are followed.
4. If Subrecipient engages any contractors to perform a Project, the Subrecipient agrees to advertise for bids in accordance with all applicable federal procedures, including any applicable Flow Down provisions. After bids are opened and reviewed, Subrecipient agrees to submit to Metroplan a certification letter notifying Metroplan that a contractor has been selected to perform the applicable Project and identifying such contractor.
5. Subrecipient agrees to pay, prior to delinquency, all contractors for Project work accomplished in accordance with the plans and specifications for the applicable Project, and to promptly request reimbursement from Metroplan via invoice. Reimbursement

Subrecipient's Initials: SQF

requests shall be submitted, at minimum, every three (3) months but not more than once per month.

6. Subrecipient agrees to retain all records relating to inspection and certification of the Projects, the contractor's billing statements, and any other files necessary to document the performance and completion of the Project work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards.
7. Subrecipient agrees to promptly deliver to Metroplan from time to time upon request copies of (or full access to) all Subrecipient records pertinent to the Projects, including all contracts, subcontracts, billing, and payment records.

Section 8. Trail Construction Requirements

Responsible Subrecipient: CITY OF FAYETTEVILLE

1. Subrecipient agrees to submit a certification letter, including all items noted, to Metroplan for each Project prior to advertising the applicable Project for construction bids (Form LPA-008, available at <https://ardot.gov/divisions/local-programs/local-public-agency-project-manual/>).
2. Subrecipient agrees to advertise for bids in accordance with all applicable federal procedures, including any applicable Flow Down provisions. After bids are opened and reviewed, Subrecipient agrees to submit to Metroplan a certification letter notifying Metroplan that a contractor has been selected to perform the applicable Project and identifying such contractor.
3. Subrecipient agrees to provide Metroplan a Quality Control Plan with an independent review of work performed. Subrecipient agrees to follow the Manual of Field Sampling and Testing Procedures and Resident Engineer's Manual used by ARDOT, along with the Project plan's specifications and all applicable EPA requirements.
4. Subrecipient agrees to pay, prior to delinquency, all contractors for Project work accomplished in accordance with the plans and specifications for the applicable Project, and to promptly request reimbursement from Metroplan on the Construction Certification and Reimbursement Request (CCR) form (Form LPA-014, available at <https://ardot.gov/divisions/local-programs/local-public-agency-project-manual/>). Reimbursement requests shall be submitted, at minimum, every three (3) months but not more than once per month.
5. Subrecipient agrees to pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of Project work and used in the course of said work including but not limited to materials, labor, and supplies described in and provided for under Act Nos. 65 and 368 of 1929, Act No 82 of 1935, and Acts amendatory thereof.
6. Subrecipient agrees to retain all records relating to inspection and certification of the Projects, the contractor's billing statements, and any other files necessary to document the performance and completion of the Project work in accordance with requirements of

Subrecipient's Initials: SGF

2 CFP Part 200 – Uniform Administrative requirements, Cost Principles, and Audit Requirements for Federal Awards.

7. Subrecipient agrees to promptly deliver to Metroplan from time to time upon request copies of (or full access to) all Subrecipient records pertinent to the Projects, including all contracts, subcontracts, billing, and payment records.

Section 9. Metroplan Responsibilities

Metroplan agrees to:

1. Reimburse Subrecipient an amount not to exceed \$4,254,743.00 for land restoration, stream restoration, land preservation, and trail construction through the EPA-CPRG Program to the extent completed in accordance with the requirements of this Agreement.
2. Coordinate with Subrecipient for the duration of each Project.
3. Provide technical assistance and guidance related to EPA-CPRG criteria to Subrecipient for the duration of the Projects.
4. Provide, upon request, technical assistance on communication and promotional activities related to the Projects.
5. Make periodic payments for reimbursable costs and expenses to Subrecipient for duly completed reimbursement requests that are submitted to Metroplan as and when required under this Agreement.
6. Maintain an administrative file for each Project and be responsible for administering CPRG funds.
7. Review documents; however, Subrecipient is responsible for meeting federal requirements and general compliance with 23 CFR 635.
8. Pay the remaining amount due upon completion of each Project and submittal of the certified Final Acceptance Report form (Form LPA-016, available at <https://ardot.gov/divisions/local-programs/local-public-agency-project-manual/>), subject to the availability of EPA-CPRG funds allocated for the Projects.
9. Review and concur on any changes to Project scope and coordinate with EPA-CPRG recommendations and criteria.
10. Coordinate with NWARPC to conduct bi-annual site visits to the Projects to verify that Project timelines, outcomes, outputs, and milestones are being met by Subrecipient.
11. Maintain accounting records to adequately support reimbursement with federal funds for reimbursable costs directly associated with its administration of the Projects.

Metroplan contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Casey Covington	Executive Director	501-372-3330, ext. 108	ccovington@metroplan.org
Leesa Freasier	Grant Administrator	501-372-3300	lfreasier@metroplan.org
Bernadette Rhodes	Senior Regional Planner	501-372-3300, ext. 114	brhodes@metroplan.org

Subrecipient's Initials: _____

SQF

Section 10. Northwest Arkansas Regional Planning Commission Responsibilities

Northwest Arkansas Regional Planning Commission (NWARPC) agrees to:

1. Coordinate with Metroplan and Subrecipient to ensure the awarded CPRG funds to be implemented in Benton, Washington, and Madison Counties, as submitted to EPA in March 2024, are implemented and expended in Northwest Arkansas.
2. Assist and coordinate with Metroplan and Subrecipient in implementing the CPRG grant funding awarded to Northwest Arkansas Green Network projects.
3. Assist Metroplan and Subrecipient in processing, documenting, and approving any requested modifications to the 18 CPRG NWA Green Network Projects and two programs.
4. Provide NWARPC conference room space and general meeting support throughout the CPRG grant period to convene, collaborate, and communicate with Metroplan and Subrecipient on CPRG grant implementation.
5. Provide documents, photos, and site inspection as needed for NWA projects.
6. Coordinate with Metroplan to conduct periodic site visits to the Projects to verify projects timelines, outcomes, outputs, and milestones are being met by Subrecipient.

NWARPC contacts for the CPRG Program are as follows:

Staff Member	Title	Phone	Email
Tim Conklin	Executive Director	479-751-7125, ext. 101	tconklin@nwarpc.org
Nicole Gibbs	Transportation Programs Manager/ Regional Planner	479-751-7125, ext. 105	ngibbs@nwarpc.org

Subrecipient's Initials: SGF

SIGNATURES

IN WITNESS WHEREOF, the parties thereto have executed this Agreement by their duly authorized officers to be effective this 23rd day of December, 20 24.

CERTIFICATION: The undersigned verifies that all funds provided through this Subaward Agreement will be used in accordance with the terms, provisions, and conditions hereof.

FOR METROPLAN



By Authorized Representative:

Casey Covington, Executive Director

12/27/2024

Date

FOR NWARPC

Tim Conklin Digitally signed by Tim Conklin
Date: 2024.12.11 12:20:19
-06'00'

By Authorized Representative:

Tim Conklin, Executive Director

12/11/24

Date

FOR CITY OF FAYETTEVILLE



By Authorized Representative

Mayor of Fayetteville, Lioneld Jordan

12/20/2024

Date

FOR NWALT



By Authorized Representative

Grady Spann, Executive Director

12/11/24

Date

Subrecipient's Initials: SGF

FOR SUBRECIPIENT**Sandi J Formica**

Digitally signed by Sandi J Formica
DN: cn=Sandi J Formica, o, ou,
email=formica@watershedconservation.org,
c=US
Date: 2024.12.10 09:27:58 -06'00'

12/10/24

By Authorized Representative:

Date

Sandi Formica, Executive Director

Subrecipient's Initials: SQF

**ATTACHMENT A:
Scope of Work/Deliverables**

The Subrecipient shall be responsible for completing the following scope of work for the Projects:

Land and Stream Restoration Project:

- a. Procure engineering/design firm for creation of landscape restoration plans
- b. Identify invasive and native plants across site, and level of rehabilitation needed to achieve referenced project
- c. Develop land and stream treatment measures for invasive plant removal and native plant establishment
- d. Conduct initial site assessment and gather reference reach data
- e. Apply for all applicable local, state, and federal permits
- f. Develop construction drawings
- g. Create initial design that works with current conditions and possibility of revised future roadway conditions
- h. Establish and maintenance of native landscape rehabilitation
- i. Remove existing invasive plants
- j. Perform all earthworks necessary for proposed landscape
- k. Establish native vegetation and appropriate seasonal timing
- l. Conduct regular project progress checks
- m. Inspect invasive plants and conduct follow-up
- n. Procure all materials necessary to construct the Projects
- o. Construct channel restoration
- p. Establish native vegetation as part of channel stabilization

Subrecipient's Initials: SGF

Total for Land and Stream Restoration Project: \$1,389,950.00

Land Protection Project:

- a. Pursue landowner discussions and begin land acquisition discussions along linear project corridor
- b. Obtain permission to access properties that have not yet been acquired
- c. Complete land acquisition
- d. Adopt special ordinance to preserve property

Total for Land Preservation Project: \$57,500.00

Trail Construction Project:

- a. Procure engineering/design firm for the design of the greenway expansion project
- b. Determine trail layout that minimizes land taking and works in conjunction with simultaneous landscape restoration projects
- c. Apply for all applicable local, state and federal permits
- d. Develop construction design
- e. Complete land acquisition
- f. Adopt special ordinance to preserve property per the grant agreement (2030)
- g. Procure contractor for construction of the greenway expansion
- h. Procure all materials necessary for construction project
- i. Complete construction of greenway expansion

Total for Trail Construction Project: \$2,598,800.00

Subrecipient's Initials: SGF

Subrecipient contacts for this Scope of Work are as follows:

Staff Member	Title	Phone	Email
Sandi Formica	WCRC Executive Director	479-444-1916	wcrc@watershedconservation.org
Grady Spann	NWALT Executive Director	479-966-4666	gspann@nwalandtrust.org
Lioneld Jordan	Mayor of Fayetteville	479-575-8330	mayor@fayetteville-ar.gov

Attachment B. Approved Budget

River Commons Project

PROJECT COSTS	
Land Restoration	\$717,200.00
Stream Restoration	\$672,750.00
Land Protection	\$50,000.00
Trail Construction	\$2,598,800.00
Indirect	
TOTAL	\$4,038,750.00

PROJECT ADMINISTRATION	
Personnel	
Fringe	
Travel	
Supplies	
Equipment	
Other	
TOTAL	\$215,993.00

GRAND TOTAL:

\$4,254,743.00

Subrecipient's Initials: SGF

Attachment C. Monitoring Plan

The subaward will be monitored using the following metrics and information collection.

Reporting Periods (Quarterly & Annually)	
# of meetings/presentations	
# of meeting attendees	
# of acres of open space preserved	
# of permits obtained	
Types of permits obtained	
# of wetland acres restored	
# of riparian acres restored	
Linear feet of streambank restored	
# of prairie acres restored	
# of tree seedlings planted	
# of community partners	
Provide list of partners	
# of linear feet of trail constructed	
# of trail amenities installed	
Type of trail amenities installed	
# of wayfinding signs installed	
Type of wayfinding signs installed	
# of LED/solar trail lighting installed	
VMT of nearest road that new trail offsets trips from	
% of investment benefiting LIDAC	
Provide a summary of activities and project progress this period.	
Describe any challenges or delays that could materially impact your ability to accomplish the outputs included in your subaward agreement.	
Financial monitoring provided based on invoices and completion of project phases.	
Environmental information collected in accordance with QAPP and OMB-approved government-wide standard information collections.	

Subrecipient's Initials: SGF

Attachment D. Flow Down Provisions

See https://www.epa.gov/sites/default/files/2020-11/documents/epa_subaward_cross_cutter_requirements.pdf
or most recently revised version of EPA's "Information on Requirements that Pass-Through
Entities must 'Flow Down' to Subrecipients"

Subrecipient's Initials: SGF

Attachment E. ACORN Memo



THE DIRECTOR

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF MANAGEMENT AND BUDGET
WASHINGTON, D.C. 20503

October 7, 2009

M-10-02

MEMORANDUM FOR THE HEADS OF EXECUTIVE DEPARTMENTS AND AGENCIES

FROM: Peter R. Orszag
Director

SUBJECT: Guidance on section 163 of the Continuing Resolution regarding the Association of Community Organizations for Reform Now (ACORN)

This memorandum provides guidance to Executive Branch agencies regarding the implementation of section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), which states:

SEC. 163. None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

Your agency must immediately commence all necessary and appropriate steps to comply with section 163. This includes the following:

- **No future obligations of funds.** No agency or department should obligate or award any Federal funds to ACORN or any of its affiliates, subsidiaries or allied organizations (collectively "affiliates") during the period of the CR. To the extent your agency already has determined that funds should be obligated or awarded to ACORN or its affiliates but has not yet entered into any agreement to provide such funds to ACORN or any of its affiliates, your agency should not provide such funds, or enter into any such agreements to do so. As section 163 makes clear, its prohibition applies not only to the funding that is made available by the CR, but also to the funding that was made available by previously enacted statutes. In addition, the text of section 163 is sufficiently broad to cover funding that was made available for fiscal year (FY) 2009 and prior fiscal years, as well as funding that is or will be made available for FY10.
- **Suspension of grant and contractual payments.** If your agency has an existing contract or grant agreement with ACORN or its affiliates, the agency should: (i) where permissible, immediately suspend performance of any obligations under the contract or agreement, including payment of Federal funds; and (ii) consult promptly with the agency's general counsel and, if necessary, the Office of Management and Budget

Subrecipient's Initials:

Attachment F. ACORN Declaration**ACORN FUNDING DECLARATION**

On the behalf of the organization identified below ("organization"), I hereby acknowledge that I have been provided a copy of Office of Management and Budget Memorandum M-10-02 and that said organization shall fully comply with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR) which states:

None of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations.

I acknowledge that Federal grant or contract funding cannot be made to ACORN or its affiliates as a matter of law. I acknowledge that the organization as a Federal grant or contract recipient is prohibited from providing ANY federal funds to ACORN or its affiliates as subgrantees, subcontractors or other subrecipients. I acknowledge that the organization shall immediately notify DEQ of any existing subgrants, contracts or other subrecipient agreements, it may have with ACORN or its affiliates, as well as the measures that shall be taken by the organization to comply with this prohibition with regards to those subgrants, subcontracts or subrecipient agreements.

Signed on this 10th day of 2024.

Name of Organization: Watershed Conservation Resource Center

Signed: Sandi J Formica Title: Executive Director

Digitally signed by Sandi J Formica
DN: cn=Sandi J Formica, o=ou,
email=formica@watershedconserva-
tion.org, c=US
Date: 2024.12.10 09:29:16 -0500

Subrecipient's Initials: SJF

Attachment G. Equal Opportunity Certification Form

Please click on the link below and fill out the EEOP form.

<https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/cert.pdf>

Subrecipient's Initials: SQF

Attachment H. Certification Regarding Lobbying

Please click on the link below and fill out the Certification form.

https://www.epa.gov/system/files/documents/2021-08/epa_form_6600_06.pdf

Subrecipient's Initials: SGF

Attachment I. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

Please click on the link below and fill out the Certification form.

<https://epa.illinois.gov/content/dam/soi/en/web/epa/topics/grants-loans/state-revolving-fund/documents/epa-5700-49-certification-of-debarment-suspension-etc.pdf>

Subrecipient's Initials: SGF

Attachment J. Lead Agency Form (LPA-005)

Please click on the link below and fill out the Lead Agency form.

https://www.ardot.gov/wp-content/uploads/Form_LPA-005_Designating-Employee-in-Charge.pdf

Subrecipient's Initials: SGF

Attachment K. EPA Grant Agreement (02F75801)

See email attachment.

Subrecipient's Initials: SGF

CPRG Implementation Grant - NWA Green Network Budget Summary (Subawards)

Subrecipient	Restoration	Land Protection	Trail Const.	Admin/Program	Workforce Development	E-bike Program	Subward Total
City of Fayetteville			\$ 2,598,800				\$ 2,598,800
City of Lowell	\$ 301,700	\$ 1,383,280					\$ 1,684,980
City of Rogers	\$ 2,272,506	\$ 3,658,800	\$ 1,032,400	\$ 113,586			\$ 7,077,292
City of Springdale	\$ 3,225,185		\$ 455,200				\$ 3,680,385
University of Arkansas (U of A)			\$ 539,896	\$ 80,984			\$ 620,880
Illinois River Watershed Partnership (IRWP)	\$ 2,487,000			\$ 373,050	\$ 211,500		\$ 3,071,550
Northwest Arkansas Land Trust (NWALT)	\$ 166,500	\$ 400,000		\$ 84,975			\$ 651,475
Watershed Conservation Resource Center (WCRC) (incl. \$244,100 pass through to BWA for workforce development)	\$ 11,080,225			\$ 1,662,034	\$ 602,300		\$ 13,344,559
Arkansas Advanced Energy Foundation (AAEF)					\$ 20,079		\$ 20,079
NWA Trailblazers						\$ 3,500,000	\$ 3,500,000
Subtotals	\$ 19,533,116	\$ 5,442,080	\$ 4,626,296	\$ 2,314,630	\$ 833,879	\$ 3,500,000	\$ 36,250,000

NWA Green Network (10) subrecipients include: the Cities of Fayetteville, Lowell, Rogers, and Sprindale; the Unviersity of Arkansas (UofA); the NWA Trailblazers; the Watershed Conservation Resource Center (WCRC); the Northwest Arkansas Land Trust (NWALT); the Illinois River Watershed Partnership (IRWP); Arkansas Advanced Energy Foundation (AAEF).

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement		GRANT NUMBER (FAIN): 02F75801 MODIFICATION NUMBER: 0 PROGRAM CODE: 5E	DATE OF AWARD 10/16/2024	
			TYPE OF ACTION New		MAILING DATE 10/21/2024
			PAYMENT METHOD: ASAP		ACH#
			RECIPIENT TYPE: Municipal		
RECIPIENT: METROPLAN 501 W MARKHAM SUITE B LITTLE ROCK, AR 72201-1409 EIN: 71-0415864			Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov		
PAYEE: METROPLAN 501 W MARKHAM SUITE B LITTLE ROCK, AR 72201-1409					
PROJECT MANAGER Casey Covington 501 W MARKHAM STE B LITTLE ROCK, AR 72201-1409 Email: ccovington@metroplan.org Phone: 501-372-3300		EPA PROJECT OFFICER Silvana Palacios-Guberti 1201 Elm Street, Suite 500, ARDPM Dallas, TX 75270-2102 Email: PalaciosGuberti.Silvana@epa.gov Phone: 214-665-6681		EPA GRANT SPECIALIST Salena Reynolds Mission Support Division, MSDGG 1201 Elm Street, Suite 500 Dallas, TX 75270-2102 Email: reynolds.salena@epa.gov Phone: 214-665-7529	
PROJECT TITLE AND DESCRIPTION Energy and Environment Innovation for the Natural State See Attachment 1 for project description.					
BUDGET PERIOD 10/16/2024 - 09/30/2029	PROJECT PERIOD 10/16/2024 - 09/30/2029	TOTAL BUDGET PERIOD COST \$ 100,337,499.00	TOTAL PROJECT PERIOD COST \$ 100,337,499.00		
NOTICE OF AWARD Based on your Application dated 03/29/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 99,999,999.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 99,999,999.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE			
ORGANIZATION / ADDRESS U.S. EPA, Region 6, Grants Management Section 1201 Elm Street, Suite 500 Dallas, TX 75270-2102		ORGANIZATION / ADDRESS U.S. EPA, Region 6, Air and Radiation Division R6 - Region 6 1201 Elm Street, Suite 500 Dallas, TX 75270-2102			
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
Digital signature applied by EPA Award Official Marya Stanton - Director, Mission Support Division				DATE 10/16/2024	

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 714,515
2. Fringe Benefits	\$ 178,629
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 0
8. Other	\$ 98,549,973
9. Total Direct Charges	\$ 99,443,117
10. Indirect Costs: 0.00 % Base	\$ 556,882
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 99,999,999
12. Total Approved Assistance Amount	\$ 99,999,999
13. Program Income	\$ 337,500
14. Total EPA Amount Awarded This Action	\$ 99,999,999
15. Total EPA Amount Awarded To Date	\$ 99,999,999

Attachment 1 - Project Description

The purpose of this award is to provide funding under the Inflation Reduction Act (IRA) to Metroplan. The recipient will implement greenhouse gas (GHG) reduction programs, policies, projects, and measures identified in a Priority Climate Action Plan (PCAP) developed under a Climate Pollution Reduction Grants (CPRG) planning grant. Activities conducted through this grant will benefit all residents and visitors to Arkansas through four main objectives: implementation of ambitious measures that will achieve significant cumulative GHG reductions by 2030 and beyond; pursuit of measures that will achieve substantial community benefits, particularly in low-income and disadvantaged communities; complementing other funding sources to maximize these GHG reductions and community benefits; and, pursuit of innovative policies and programs that are replicable and can be “scaled up” across multiple jurisdictions. The activities include three greenhouse gas (GHG) reduction measures, a workforce development measure, and grant administration. Metroplan (Metropolitan Planning Organization (MPO) for Central Arkansas), the Northwest Arkansas Regional Planning Commission (NWARPC, MPO for Northwest Arkansas), and the City of Fort Smith (COFS) – referred to collectively as “the coalition” – propose to undertake the greenhouse gas (GHG) reduction efforts of Green Networks, Transportation Efficiency, and Building Efficiency. The coalition has partnered with over 50 communities, agencies, and organizations across three regions to develop projects and programs that are both effective and aligned with public and stakeholder priorities. The partnerships built through this process, along with the support and enthusiasm for this work, will undoubtedly catalyze future Energy and Environment Innovations in the Natural State. The Letters of Commitment included in this application detail the robust support each partner has dedicated to helping the coalition achieve its CPRG objectives.

Green Networks:

The coalition will implement projects that sequester carbon and reduce transportation emissions by protecting and restoring natural infrastructure cores and corridors and increasing access to active transportation and transit. The measure focuses on connecting low-income and disadvantaged communities (LIDACs) to jobs, education, and essential services through safe and convenient access to bicycle-pedestrian facilities, e-bike rebates, and the natural environment. The coalition will provide funding, in collaboration with numerous conservation partners, for land acquisition, protection, and restoration, including wetlands, riparian zones, forested lands, and prairies, as well as strategic segments of trail construction and an e-bike incentive program. These projects will reduce GHGs by sequestering carbon in restored natural lands and reducing vehicle miles traveled to ensure that LIDAC residents reap physical, mental, and financial benefits.

Projects and programs link three primary components to create a resilient “Green Network”: nature-based solutions, alternative transportation, and workforce training.

Transportation Efficiency:

The coalition proposes to incentivize conversion of conventional streetlights to more efficient light emission diode (LED) technologies, transition of public fleet vehicles to all-electric equivalents, and deployment of public and fleet electric vehicle charging. This measure focuses on reducing fossil-fuel energy use from the transportation system and ensuring equitable access to incentivized infrastructure. At least 50% of the investment will benefit LIDAC communities.

- Fleet Vehicle Replacement with electric vehicles (EVs): In Central Arkansas, rebates to cities, counties, special districts, and nonprofits will cover the incremental cost, after tax credits, of replacing light-duty

internal combustion engine fleet vehicles with all-electric equivalents.

- EV Charging Infrastructure:

- o In Central Arkansas, rebates will cover 70% of the costs for purchasing and installing widely available Level 2 electric vehicle chargers to overcome range anxiety. The remaining 30% of the cost is reimbursable with a federal tax credit for low-income and rural census tracts.

- o The City of Fort Smith will establish electric vehicle charging stations at seven strategic locations within the city, prioritizing placement in LIDACs.

- Streetlight Replacement with LED: In Central Arkansas, pass-through grants will enable cities and counties to work with their utility provider to replace conventional streetlights with LED bulbs.

Building Efficiency:

The coalition proposes to implement building efficiency measures to reduce GHG emissions from public and commercial buildings in the Little Rock-North Little Rock-Conway and Fort Smith MSAs. Building efficiency will be achieved in four ways:

- Pass-through grants to Energy Savings Performance Contracting (ESPC) participants in Central AR

Local public entities (municipalities, counties, and school districts) in Central Arkansas that enter into an ESPC may apply for an up to \$500,000 grant to expedite and/or enhance energy savings and efficiency upgrades.

- Revolving Loan Fund for Commercial Property Assessed Clean Energy projects in Central AR

\$3,500,000 in CPRG funding will be used to establish, capitalize, market, and administer a regional Commercial Property Assessed Clean Energy Revolving Loan Fund (CPACE RLF) to finance loans in the \$75,000 to \$400,000 range where market-based funding is difficult to find. Loans will be used to finance highly efficient energy systems in commercial building construction and rehabilitation with a focus on LIDAC areas. The existing Pulaski County CPACE program, established by the Pulaski County Energy Improvement District under Act 1074 of 2013, will be extended to the entire 6-county region and administered by the Arkansas Advanced Energy Foundation and the selected vendor, which will also lead the Workforce Development Programming for the coalition. The strength of the program is that it allows commercial property owners to finance approved building efficiency improvements by attaching the loan repayment to the property tax bill. Each project is amortized over up to 20 years, providing the owner with a cash-flow positive financing solution, as well as energy efficiencies and GHG reductions. The Revolving Loan Fund aspect will extend financing beyond the Climate Pollution Reduction Grant (CPRG) grant period of performance.

- Subawards for public renewable energy projects in Central Arkansas and Fort Smith regions

- o Construction of an 850 kW DC solar array for the Fort Smith Housing Authority's Nelson Hall Homes, a 288-unit development that provides suitable and safe rental housing for eligible low-income elderly and/or disabled persons.

- o Construction of 760 geothermal wells (710 east, 50 west, each 400' or 500' deep) for a planned \$25M

geothermal Central Utility Plant (CUP) facility at the Bill and Hillary Clinton National Airport (LIT). A closed loop of piping will carry chilled water and heated return water throughout the well field to dissipate heat into the ground. The completed geothermal facility will eliminate the use of natural gas for heating ventilation and air conditioning (HVAC) and reduce the electricity needed by eliminating chillers and cooling towers, cutting the terminal's GHG emissions by 90%.

- Promotion of existing and CPRG-funded efficiency measures in Central Arkansas and Fort Smith through regional Energy Ambassadors. Energy Ambassadors housed at Metroplan and the COFS will connect the dots between needs and available resources, and reduce barriers to utilization of rebates, pass-through grants, and loans.

The anticipated deliverables include semi-annual report, one-year report, and final report including the metrics selected in the workplan.

For Green Networks:

- # of meetings/ presentations held
- Meeting attendance #s
- # of acres of open space preserved
- # of permits obtained
- # of counties participating
- % of investment benefiting LIDACs
- # of meetings/ presentations held
- Meeting attendance #s
- # of acres of open space preserved
- # of permits obtained
- % of investment benefiting LIDACs
- # of wetland acres restored
- # of riparian acres/linear feet of streambank restored
- # of forest acres restored
- # of prairie acres restored
- # of seedlings planted
- # of community partners

- % of investment benefiting LIDACs
- # of wetland acres restored
- # of riparian acres/linear feet of streambank restored
- # of forest acres restored
- # of prairie acres restored
- # of seedlings planted
- # of community partners
- % of investment benefiting LIDACs
- # of linear feet of trail constructed
- Permits obtained
- Amenities installed
- Wayfinding installed
- LED/Solar lighting installed
- VMT of nearest road that new facility offsets trips from
- % of investment benefiting LIDACs
- # of linear feet of trail constructed
- Permits obtained
- Amenities installed
- Wayfinding installed
- LED/Solar lighting installed
- VMT of nearest road that new facility offsets trips from
- % of investment benefiting LIDACs
- Permits obtained
- # of linear feet of greenway constructed
- Amenities installed

- LED/Solar lighting installed
- % of investment benefiting LIDACs
- # of people that entered lottery
- # of individuals selected for rebate
- Average income of individuals selected for rebate
- % of investment benefiting LIDACs
- # and location of participating bike shops
- # and \$ value of vouchers redeemed

For Transportation Efficiency:

- # of vehicles purchased
- Type of vehicles purchased
- Average annual gas usage of vehicle being replaced (from past 1-2 years)
- Electricity usage to charge new EV
- % of investment benefiting LIDACs
- # of charging stations installed
- Location of charging stations
- kWh usage of each charging station
- % of investment benefiting LIDACs
- # of charging stations installed
- Location of charging stations
- kWh usage of each charging station
- % of investment benefiting LIDACs
- kWh usage of existing fixture
- # of LED fixtures installed
- Type of LED fixtures installed

- Location of LED fixtures installed
- kWh usage of LED fixture
- % of investment benefiting LIDACs

For Building Efficiency:

- # of counties participating
- Board meeting minutes
- # of financial institutions participating
- # of loans
- Amount of loans
- Existing energy usage
- # and type of upgrades installed
- Energy savings
- % of investment benefiting LIDACs
- # of grants awarded
- \$ value of each grant
- Existing energy usage
- # and type of upgrades installed
- Energy savings
- % of investment benefiting LIDACs
- Completion of design
- Permits obtained
- Completion of engineering
- # of wells installed
- Funding leveraged to complete geothermal facility
- % of investment benefiting LIDACs

- Existing kWh usage of each unit
- # of solar panels installed
- # of households affected
- kWh usage of each unit after solar installation
- % of investment benefiting LIDACs

The expected outcomes include the ones listed per greenhouse gas reduction measure below.

For Green Networks:

- 3 Public engagement, 3 LIDAC, and 10 marketing meetings held in each county per year (covering all Green Networks measures)
- 455 acres purchased and/or placed in conservation easements
- 916 acres of restored green network lands protected from disturbance through conservation or other easements and/or formal restrictions.
- 2,073 acres of restored forest, wetland, prairie, or riparian areas
- 178,547 tree seedlings planted in urban environments
- 2,158 acres of high-quality land restoration conducted
- 35,728 feet of degraded stream channel restored
- 4 miles of bike-ped infrastructure constructed
- 2.5 miles of bike-ped infrastructure constructed
- 11,510 linear feet of alleyway converted to multi-use greenway
- 5,844 e-bike rebates issued

For Transportation Efficiency:

- 40 internal combustion engine vehicles replaced with all-electric equivalents
- 136 Level II EV chargers deployed
- 6x Level 2 chargers deployed
- 6x 150 kW DCFC chargers deployed
- 2x 400 kW DCFC chargers deployed

- 4,033 conventional streetlights replaced with LED bulbs

For Building Efficiency:

- 38 CPACE RLF projects completed, 2025-2030 (assumed average project cost: \$75,000)
- 105 CPACE RLF projects completed, 2031-2050 (loan repayments are reinvested into new projects)
- 7 public building efficiency projects incentivized through EPSC grants
- 1 geothermal well field installed at LIT, with 760 wells replacing four 2000-MBH natural gas fired boilers, three 500-ton refrigerant chillers and two 1000-ton cooling towers in current use
- 1x 850 kW DC solar array installed at public housing for low-income elderly and disabled residents

Outcomes from this proposal include:

- 2025-2030 (in metric tons): 261,782 mt CO₂e reduced or sequestered.
- 2025-2050 (in metric tons): 1,071,188 mt CO₂e reduced or sequestered.
- Annual criteria pollutant (CAP) and hazardous air pollutant (HAP) emissions reduced. CAP emissions reductions were quantified for some, but not all the proposed projects. At least 50% of the CAP and HAP reductions are anticipated to occur in LIDACs. The table below lists total CAP reductions in tons for quantified projects. CAP reductions are expressed as an annual reduction beginning in 2030 once all measures are completed.

The intended beneficiaries include considerations for low-income and disadvantaged communities as described:

The Green Networks projects provide important co-benefits that enhance urban resilience and contribute to broader environmental and social objectives. The projects will reduce emissions of criteria pollutants from motor vehicles, remove stormwater pollutants, create wildlife habitats and continuous wildlife corridors, reduce heat islands, protect watersheds, improve soil health, enhance water quality. Socio-economic benefits include connecting LIDACs to streams, natural places, and active transportation networks. The projects included under this measure have been designed to ensure that LIDACs are the primary beneficiaries of the proposed investments.

The proposed Transportation Efficiency and Building Efficiency projects will reduce reliance on fossil energy for electricity, heating, and transportation. Fossil-fuel combustion by power plants, in buildings, and by vehicles emits CAPs and HAPs. Because these projects specifically target LIDACs, residents in these locations will experience the greatest share of the co-benefits associated with these projects.

METROPLAN:

- Issuing subawards to coalition partners and eligible local government and nonprofit agencies in accordance with EPA's Subaward Policy
- Overseeing subrecipients, and/or contractors and vendors

- Tracking and reporting on project progress on expenditures and purchases
- Tracking, measuring, and reporting accomplishments on proposed timelines and milestones
- Submitting semi-annual progress reports on grant implementation and planned activities to EPA
- Submitting detailed final report to EPA within 120 calendar days of the completion of the period of performance
- Community and stakeholder outreach and education within the Central AR
- Hiring and managing regional Energy Ambassador and Grant Administrator

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

- Assisting Northwest Arkansas subrecipients to:
 - o comply with subrecipient requirements under EPA's Subaward Policy
 - o develop subaward agreements with Metroplan
 - o track and report to Metroplan on project progress and expenditures
- Tracking, measuring, and reporting to Metroplan on accomplishments and proposed timelines and milestones for projects and programs in Northwest Arkansas
- Continuing community and stakeholder outreach and education in Northwest Arkansas

CITY OF FORT SMITH

- Complying with subrecipient requirements under EPA's Subaward Policy
- Determining/managing subawards in the Fort Smith AR-OK MSA
- Overseeing local subrecipients and/or contractors and vendors for:
 - Alleyway rehabilitation
 - EV charging infrastructure
 - Public housing solar
- Hiring and managing regional Energy Ambassador
- Tracking and reporting to Metroplan on project progress on expenditures and purchases within the Fort Smith AR-OK MSA
- Tracking, measuring, and reporting to Metroplan on accomplishments and proposed timelines and milestones within the Fort Smith AR-OK MSA

- Community and stakeholder outreach and education within the Fort Smith AR-OK MSA

TRI-REGION SUBRECIPIENTS:

1) Trailblazers

Develop, execute, manage, and promote the e-bike incentive program including:

- Designing the parameters of the program such as eligible participants, eligible purchases, and prioritized applicants and/or areas;
- Maintaining records and compiling reports to satisfy federal grant requirements;
- Procuring a contractor, in accordance with federal standards, to provide digital administration of the e-bike voucher application and award system;
- Coordinating with local bicycle shops in Northwest Arkansas, Central Arkansas, and Ft. Smith to encourage participation and connection with the contractor;
- Organizing e-bike demonstrations and group rides to increase interest and teach safe e-bike operation;
- Strategically promoting the program and elevating its visibility through targeted marketing, paid media, and compelling materials across many different channels; and
- Leveraging existing partnerships with community organizations to advertise and market the program.
- Tracking, measuring, and quarterly reporting to Metroplan on accomplishments and proposed timelines and milestones.

2) Arkansas Advanced Energy Foundation

For Green Networks measure

- Workforce capacity building and coordination
- Develop curricula for workforce training and/or apprenticeships for jobs such as Central Arkansas and Fort Smith Energy Ambassadors, Energy Auditor, Weatherization Technician, Solar Installer, Electrician, EV Charging Technicians, EV Maintenance, Bicycle Mechanics.
- Develop and implement workshops and trainings for existing agencies participating in CPRG implementation projects.
- Develop recruiting strategy for employers and students.
- Facilitate committee to guide workforce needs for CPRG implementation.
- Assist the WCRC and IRWP with workforce activities in NWA.
- For a full description of AAEF's workforce development activities, see Section 5 of this workplan.

For Building Efficiency measure

- Administration of CPRG-funded C-PACE Revolving Loan Fund in Central AR
- Sign subaward agreement with Metroplan
- Host workshop on program for county officials and commercial building owners from all 6 counties.
- Meet with local banks and Community Development Finance Institutions.
- Develop policies and procedures for Revolving Loan program.
- Partner with Energy Ambassador to develop guidance for applicants.
- Expand Pulaski County C-PACE district to at least 2 other counties.
- Provide technical assistance to county officials to pass resolutions opting into C-PACE district.
- Provide technical assistance to counties to join C-PACE board.
- Competitively procure vendor to manage Revolving Loan Fund financing. Vendor will:
- House and track loan capital
- Identify a low interest rate for loans in partnership with AAEF
- Work with AAEF to draft and finalize application requirements
- Vet the credit worthiness of applicants
- Work with county property assessors to establish repayment program
- Report program performance quarterly to AAEF for inclusion in AAEF's report to Metroplan
- Train board to review loan applications and govern program.
- Establish application process
- Provide technical assistance to board and applicants
- Provide training and technical assistance to selected applicants
- Monitor progress on building efficiency projects
- Submit quarterly reports and measurement data

3) Watershed Conservation Resource Center (WCRC)

- Coordinate, administer, design, and implement land and stream restoration for nine (9) projects within

the Cities of Fayetteville, Bella Vista, Bentonville, West Fork, and Johnson, and for the University of Arkansas;

- complete and submit land restoration plan and stream restoration designs;
- obtain landowner access, implementation, and maintenance permissions contract;
- implement land and streamside riparian restoration;
- obtain floodplain development, USACE 404, ADEQ stormwater, STAA regulatory and any other permits required for stream channel work;
- competitively bid heavy equipment construction contractors for channel work;
- procure restoration materials;
- provide routine inspection and maintenance at restored sites and conduct repairs;
- assist with stream and land restoration guidelines and plan review;
- provide reporting to NWARPC and Metroplan.

Workforce development in NWA

- coordinate with partners and learning/training institutes to develop and implement a program that includes internships and apprenticeships to develop a skilled conservation-based workforce;
- work with partners, conservation corps, and learning/training institutes to develop and conduct workforce training on the implementation of restoration practices;
- assist with community engagement events that focus on historically underserved population;
- assist with the development of certification requirements;
- assist with advertisement of training/certification and job opportunities in the conservation field that reaches the historically underserved populations including apprenticeships;
- provide quarterly workforce reporting to NWARPC and Metroplan.

4) Northwest Arkansas Land Trust

- Coordinate with Cities and partners to develop and execute conservation easements on eight or more projects;
- complete and submit land restoration plan;
- implement and maintain land restoration for one project (Springtown Reforestation Project);
- provide quarterly reporting to NWARPC and Metroplan.

5) City of Fayetteville

- Procure contractors for the design and construction of trail for one project (River Commons Floodplain, Prairie, and Riparian Restoration, Preservation, and Trail Construction);
- procure professional services to conduct assessment(s) to meet federal requirements for trail construction;
- coordinate with WCRC on implementation of city restoration measures;
- provide reporting on projects to NWARPC and Metroplan

6) University of Arkansas

- Procure contractors for design and construction of trail for one project (University of Arkansas Oak Ridge Hillside Prairie and Forest Restoration and Trail Construction);
- procure professional services to conduct assessment(s) to meet federal requirements for trail construction;
- complete and submit land restoration plan;
- coordinate with WCRC on implementation of University restoration measures;
- provide reporting on projects to NWARPC and Metroplan.

7) City of Lowell

- Procure contractors for design, permitting, (floodplain development, USACE 404, ADEQ stormwater, STAA regulatory and any other permits required for stream channel work) construction, and maintenance of stream and land restoration for one project (Puppy Creek Stream and Wetland Restoration and Preservation);
- obtain landowner access, implementation, and maintenance permissions contracts;
- prepare and submit land restoration plan and stream restoration designs;
- identify sources and procure restoration materials;
- provide reporting on projects to NWARPC and Metroplan.

8) City of Rogers

- Procure contractors for design and construction of trail for one project (Osage/Blossom Way Creeks Stream and Wetland Restoration, Preservation, and Trail Construction);
- procure professional services to conduct assessment(s) to meet federal requirements for trail construction;

- procure contractors for design, permitting (floodplain development, USACE 404, ADEQ stormwater, STAA regulatory and any other permits required for stream channel work), construction, and maintenance of stream and land restoration for one project (Osage Creek)
- develop and implement streamside/stormwater easement program;
- prepare and submit land restoration planning and stream restoration designs;
- identify sources and procure restoration materials;
- provide reporting on projects to NWARPC and Metroplan.

9) City of Springdale

- Procure contractors for design and construction of trail for one project (Willie George Park Wetland Restoration and Trail Construction);
- procure professional services to conduct assessment(s) to meet federal requirements for trail construction;
- procure contractors for design, permitting (floodplain development, USACE 404, ADEQ stormwater, STAA regulatory and any other permits required for stream channel work), construction, and maintenance of stream and land restoration for four projects (Lower Clear Creek Stream Restoration and Preservation/ Spring Creek at the Greenway Forest, Stream and Riparian Restoration and Preservation/ Spring Creek at Thunder Chicken Wetland, Stream and Riparian Restoration and Preservation/ Willie George Park Wetland Restoration and Trail Construction);
- obtain landowner access, implementation, and maintenance permissions contracts;
- prepare and submit land restoration planning and stream restoration designs;
- identify sources and procure restoration materials;
- provide reporting to NWARPC and Metroplan.

10) Illinois River Watershed Partnership

- Develop plan, implement and maintain prairie and riparian restoration for one project (Prairie Grove Battlefield State Park Wetland, Prairie, and Riparian Restoration);
- Procure contractors for design, permitting (floodplain development, USACE 404, ADEQ stormwater, STAA regulatory and any other permits required for stream channel work), construction, and maintenance of the stream restoration component.
- submit land restoration plan and stream restoration design;
- obtain landowner access, implementation, and maintenance permissions contract;
- implement land and streamside riparian restoration;

- procure restoration materials;
- provide reporting on projects to NWARPC and Metroplan.

Workforce development in NWA

- coordinate and advertise Workforce Development Workshops;
- develop and implement community engagement events; and
- assist with the development of certification program; and
- Provide workforce reporting to NWARPC and Metroplan.

11) Central Arkansas Green Networks Pass-through Grant Recipients

- Submit project proposal to Metroplan
- Sign subaward agreement with Metroplan
- Engage community in planning process
- Procure land or establish conservation easements
- Design project
- Facilitate public comment
- Final engineering and design
- Obtain necessary permits
- Competitively procure vendor(s) with workforce training as needed
- Perform land restoration and/or trail construction work
- Document work completed
- Submit quarterly reports and measurement data

12) Central Arkansas EV Fleet Transition Pass-through Grant Recipients

- Perform needs assessment regarding fleet replacement
- Engage community in planning process
- Submit project proposal to Metroplan
- Sign subaward agreement with Metroplan

- Apply for available federal rebates
- Competitively procure vehicles and EV charging stations for fleet vehicles
- Participate in workforce training as needed for vehicle maintenance
- Document work completed
- Submit quarterly reports and measurement data

13) Central Arkansas EV Charging Pass-through Grant Recipients

- Perform needs assessment regarding EV charger locations
- Engage community in planning process
- Map service area for EV charging stations (with Metroplan assistance)
- Submit project proposal to Metroplan
- Sign subaward agreement with Metroplan
- Apply for available federal rebates
- Obtain necessary permits
- Competitively procure vendor(s), with workforce training as needed
- Implement EV charging stations in mapped service area
- Document work completed
- Submit quarterly reports and measurement data

14) Clinton National Airport

- Sign subaward agreement with Metroplan
- Obtain all necessary approvals and permits for well field construction
- Complete design and engineering
- Competitively procure construction vendor
- Well field construction
- Secure additional funding for completion of geothermal Central Utility Plant. LIT's funding plan for the CUP is included in Section 1.a.v. - Risks and Mitigation Strategies of this workplan.

- Submit quarterly reports and measurement data

15) Central Arkansas Energy Savings Performance

- Partner with Metroplan's Energy Ambassador to learn about ESPC process
- Perform needs assessment regarding building efficiency upgrades
- Engage community in planning process

16) Contracting Grant through Grant recipients

- Apply for ESPC pass-through grant from Metroplan
- Sign subaward agreement with Metroplan
- Send RFP to vendors on AEO's Qualified Vendor List
- Competitively procure Energy Services Company (ESCO)
- Facilitate vendor walkthroughs and interviews
- Prioritize energy efficient upgrades
- Secure financing
- Complete building upgrades and test equipment
- Complete staff training on new equipment
- Submit quarterly reports and measurement data to Metroplan upon installation of all upgrades

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Salena Reynolds, Grant Specialist, reynolds.salena@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Debora Bradford, DBE Coordinator, bradford.debora@epa.gov and Salena Reynolds, Grant Specialist, reynolds.salena@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Salena Reynolds, Grant Specialist, reynolds.salena@epa.gov; Silvana Palacios-Guberti, Silvana PalaciosGuberti.Silvana@epa.gov; rtpfc-grants@epa.gov
- Payment requests (if applicable): rtpfc-grants@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and Silvana Palacios-Guberti, Silvana PalaciosGuberti.Silvana@epa.gov; rtpfc-grants@epa.gov

Programmatic Conditions

Climate Pollution Reduction Implementation Grants Programmatic Terms and Conditions

A. Deliverables

The first phase of the Climate Pollution Reduction Grants (CPRG) program provided funding for designing Priority Climate Action Plans (PCAPs) that incorporate a variety of measures (i.e., programs, policies, measures, and projects) that reduce greenhouse gas (GHG) emissions. The purpose of this CPRG Implementation assistance agreement is to implement proposed measures within a specified PCAP identified in the CPRG Implementation Grant General Competition application. All programs, policies, measures, and projects contained in the final, approved CPRG implementation assistance agreement workplan are required deliverables.

The recipient agrees to implement GHG reduction programs, policies, projects, and measures (collectively referred to as “GHG reduction measures,” or “measures”) identified in a PCAP developed under a CPRG planning grant and included in the CPRG implementation grant workplan. The recipient agrees to ensure that each is successfully implemented before the end of the grant project period. The recipient agrees to successful project implementation, which includes the process of putting a decision or plan into effect; executing the program, policies, projects and/or measures, not just planning or designing the programs, policies, projects and/or measures. The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, including actual GHG emissions reduced, not just the expected outputs and outcomes of the proposed measures. Clean Air Act (CAA) section 137 also requires that CPRG Implementation grant recipients address the degree to which a grant reduces GHG emissions in total and with respect to low-income and disadvantaged communities, where “greenhouse gas” refers to the air pollutants carbon dioxide (CO₂), hydrofluorocarbons (HFCs), methane (CH₄), nitrous oxide (N₂O), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).

To the best of their ability, the recipient agrees to:

- implement GHG emission reduction programs, policies, measures, and projects that are expected to reduce GHG emissions (or enhance GHG removals) by the estimated cumulative total GHG emission reductions from the final approved workplan;
- only report emission reductions occurring as a result of CPRG funding; and
- only report emission reduction data in units of million metric tons of carbon dioxide equivalent (MMTCO₂e) where appropriate, calculated using the global warming potentials (GWP) in the International Panel on Climate Change's (IPCC) Fifth Assessment Report.

Refer to the Notice of Funding Opportunity, EPA-R-OAR-CPRGI-23-07 (https://www.epa.gov/system/files/documents/2023-09/CPRG_General_Competition_NOFO.pdf), Appendix B, Global Warming Potentials for GHGs, for details about how to apply GWP values for different gases.

For the measures included in the final, approved assistance agreement work plan, the recipient agrees to provide transparent GHG emission reduction estimates based on high-quality, thorough, reasonable, and comprehensive methodologies, assumptions, and calculations. Examples of tools that could be used to assist in these GHG quantifications can be found at: <https://www.epa.gov/inflation-reduction-act/climate-pollution-reduction-grants>.

B. Final Approved Work Plan and Modifications

The recipient agrees to implement the measures in the EPA-approved work plan that will achieve significant cumulative GHG reductions by 2030 and beyond.

Recipient agrees to carry out the project in accordance with the final approved workplan. Recipients are required to report deviations from budget or project scope or objective, and must request prior written approval from the EPA:

- For any change in the scope or objective of the project or program (even if there is no associated budget revision requiring prior written approval);
- For change in key personnel (including employees and contractors) that are identified by name or position in the Federal award;
- For the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator;
- For the inclusion of costs that require prior approval in accordance with 2 CFR Part 200 Subpart E—Cost Principles or 48 CFR part 31, “Contract Cost Principles and Procedures,” as applicable;
- For the transfer of funds budgeted for participant support costs as defined in 2 CFR Section 200.1 Definitions to other budget categories;
- For the subawarding, transferring or contracting out of any work under the award;
 - Changes in the total approved cost-sharing amount
 - When the need arises for additional Federal funds to complete the project.

Proposed modifications to the approved work plan or budget, including additions, deletions, or changes in the schedule, shall be submitted in a timely manner to the EPA Project Officer for approval. Depending on the type or scope of changes, a formal amendment to the award may be necessary. Major project modifications may include but are not limited to: changes to the approved environmental results, outputs or outcomes, types and number of affected devices or equipment, the approved types of emission reduction technologies to be implemented, specific programs or policies to be adopted, or changes to the approved project location(s). Any change that would significantly alter the cumulative GHG reductions achieved by 2030 and beyond and affect the achievement of community benefits, especially in low-income and disadvantaged communities, may not be allowed. The recipient shall not make changes to the proposed activities in the EPA-approved work plan without prior written approval from the EPA. The recipient shall contact the EPA Project Officer with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If issues regarding proposed measures arise that cannot be resolved, the EPA may elect to terminate the assistance agreement, and/or if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved work plan that would result in undermining the integrity of the award competition will not be approved.

For grants that are awarded to a recipient that is serving as the lead for a coalition under the CPRG

program, the recipient agrees to abide by the terms set out in the Memorandum of Agreement (MOA), including the roles, responsibilities, and commitments that each partner will provide to ensure project success, the operating model for the coalition, and the resources that each partner will contribute to the project. As established in the CPRG coalition's MOA, the lead applicant is accountable to the EPA and accepts full responsibility for effectively carrying out the full scope of work and proper financial management of the grant. Coalition members who are grant subrecipients are accountable to the lead applicant for proposed use of EPA funding and successful project implementation. The recipient shall not make changes to the signed MOA without prior written approval from the EPA.

C. Performance Reporting and Final Performance Report

1. Performance Reports - Content

The recipient agrees to inform the EPA as soon as it is aware of problems, delays, or adverse conditions that will materially impair the recipient's ability to meet the outputs/outcomes specified in the final, approved assistance agreement work plan. The recipient agrees to inform the EPA immediately rather than waiting until the next performance report is due.

The recipient agrees to adequately describe the actual environmental outputs and outcomes achieved, not just the expected outputs and outcomes of the proposed measures. The recipient agrees to report out on each performance measures that will be the mechanism to track, measure, and report progress toward achieving the expected outputs and outcomes for each GHG reduction measure. The recipient agrees to track and report separately on the work conducted and GHG emissions reductions for each measure (program, policy, measure, or project) specified in the final, approved assistance agreement work plan. Recipients also agree to track and report separately on the budgets for each measure.

In accordance with 2 CFR 200.329, the recipient agrees to submit semi-annual, one-year, and final performance progress reports that include brief information on each of the areas specified below. To ensure the EPA can effectively monitor progress towards the achievement of measures, the recipient also agrees to report progress for each measure identified in the final, approved assistance agreement work plan as soon as work is completed and information is available.

a. Semi-Annual: The recipient agrees to submit semi-annual performance reports that include brief information on each of the following areas:

(1) a comparison of actual technical progress and milestones achieved during the reporting period to the outputs/outcomes and performance measures established in the final, approved assistance agreement work plan, which may include technical changes made to the project, public events conducted, websites published, release of public-facing documents or tools, or other reportable activities described in the work plan;

(2) a consolidated budget update with separate tracking for each measure (that is, how much was spent on equipment, supplies, contractors, subgrants, etc., during the reporting period and cumulatively) and, when appropriate, additional pertinent information such as analysis and explanation of cost overruns, high-unit costs, cost-share expenditures, program income, infrastructure costs subject to Buy America, Build America (BABA) compliance, or requested budget modifications (for example, when the recipient is requesting to move funding from one budget category to another);

(3) if necessary, a description of the reasons why any implementation timeline milestones or

outputs/outcomes were missed for each measure established in the final, approved assistance agreement work plan, including the recipient's strategy to address challenges faced and/or the recipient's approach to ensure that the approved outputs/outcomes for each measure will be achieved within the period of performance;

(4) documentation of community engagement activities conducted in low-income and disadvantaged communities for each measure, which describes how the activities were publicized, categorizes respondents/attendees (e.g., the number of people from Tribal governments, federal government, state government, local government, nonprofits, for profits, universities, and the public), explains how input from participants was considered in decisions for implementing the measure, and details how meaningful engagement with low-income and disadvantaged communities will be continuously included in the development and implementation of the measure;

(5) as applicable, strategies for mitigating environmental risks;

(6) a description of any climate resiliency planning, siting, design, and operation of the project.

(7) as applicable, updates to individuals, including those from coalition members, who serve as key contacts and/or any changes to the roles and responsibilities of key contacts involved in each measure and the reason(s) for the change(s);

(8) as applicable, updates regarding which organizations have the authority to implement each measure and the reason(s) for the change(s);

(9) as applicable, updates regarding changes to contracts, subgrants, and participant support costs;

(10) as applicable, progress on generating high-quality jobs with a diverse, highly skilled workforce and support of strong labor standards; and

(11) summary of anticipated activities for the next 6-month reporting period.

b. One-year report: As part of the second semi-annual progress report (*i.e.* the more detailed one-year report), the recipient agrees to report the additional data to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, Office of Management and Budget (OMB) Control Number 2060-0763. The reporting template will be made available to grant recipients through an electronic data interface to be specified by EPA upon approval of the Information Collection Request. This includes co-pollutant emissions reductions of each pollutant impacted by each measure, the sector impacted, and the county in which the emissions change. In addition, the recipient agrees to report the Climate and Economic Justice Screening Tool (CEJST) Census tract IDs or the EPA's EJScreen Census block group IDs for areas affected by GHG reduction measures, consistent with the EPA's definition of low-income and disadvantaged communities for the CPRG program.

c. Final Report: The recipient also agrees to submit a detailed final report and to report certain data associated with the final report to the EPA using the reporting template from the EPA's Information Collection Request 2806.01, OMB Control Number 2060-0763.

d. Subaward Performance Reporting

Subawards establish a financial assistance relationship under which the subrecipient's employees and

contractors implement programs and projects to accomplish the goals and objectives of the grant. Subrecipients (which includes Coalition members) are subject to the same federal requirements as the pass-through entity. (For more details, see General Terms and Conditions 8. Establishing and Managing Subawards, applicable provisions of 2 CFR Part 200, the EPA's Subaward Policy). The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

- (1) Summaries of results of reviews of financial and programmatic reports.
- (2) Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- (3) Environmental results the subrecipient achieved.
- (4) Summaries of audit findings and related pass-through entity management decisions.
- (5) Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

As with any EPA grant with a grant recipient subawarding to subrecipients, the grant recipient is accountable to the EPA and accepts responsibility for carrying out the full scope of work and proper financial management of the grant. In the event that a coalition member withdraws, the grant recipient continues to be subject to the EPA's terms and conditions for the grant, the subaward policy, and EPA grants policy. In circumstances where the EPA deems that the withdrawal of a coalition member fundamentally alters the project or jeopardizes the project's success, the EPA will consider appropriate remedies and reserves the right to terminate an awarded grant (see 2 CFR 200.339 through 343)

2. Performance Reports - Frequency

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the six-month reporting period ends. Semi-annual reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This semi-annual reporting schedule shall be repeated for the duration of the award agreement.

October 1 – March 31 Reporting Period: report due April 30

April 1 – September 30 Reporting Period: report due October 30

As part of the second semi-annual performance report that is submitted one year after the grant award, the recipient agrees to submit the **one-year** performance report that includes the additional details specified above in section C.1.b.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

D. Allowable and Unallowable Activities

The recipient agrees to only use this CPRG Implementation grant award funding to implement measures in the EPA approved workplan for this CPRG Implementation grant and follow the grant Terms and Conditions.

All costs charged to the award to support these activities must meet the requirements for allowability under 2 CFR Part 200, Subpart E as well as applicable provisions of 2 CFR Part 1500. In addition, the recipient agrees to obtain prior approval from the EPA Award Official prior to the expenditure of the award for financial assistance as well as other activities that involve acquiring real property, including related equipment purchases, if not already in the EPA approved work plan.

The recipient agrees to not use the award for the following unallowable activities: (a) activities that are not in the EPA approved work plan; (b) activities that support measures, activities or projects outside the boundaries of the ten EPA regions. The recipient also agrees not to use this CPRG award to replace existing program federal funding, but the recipient may use CPRG funds to supplement or expand existing programs. The recipient also agrees not to use the award for activities associated with defending against, settling, or satisfying a claim by a private litigant, except when either (a) the claim stems from the recipient's compliance with the terms and conditions of the award agreement or (b) the recipient has obtained prior written approval from the EPA Project Officer.

The recipient agrees to not use the award to aid regulated entities to comply with EPA regulatory requirements.

E. Davis-Bacon Related Act Term and Condition

1. Program Applicability

- a. Climate Pollution Reduction Implementation Grants.
- b. Section 314 of the Clean Air Act.
- c. Construction activities conducted under a Climate Pollution Reduction Implementation Grant.
- b. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant.

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant: “By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. After Award of Contract:

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards

a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant: “By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. Consideration as Part of Every Prime Contract Covered by DBRA

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. Cybersecurity Condition

1. Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia

a. The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

b. (1) The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the recipient agrees to contact the EPA PO no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or the EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the EPA.

G. Climate Resilience:

To the extent practicable, the recipient agrees to incorporate current and future climate change risk in planning, siting, design, and operation of the project. Approaches for incorporating climate change risk may make use of climate change data and information (e.g., projections and emission scenarios) that are reflective of the project's anticipated lifespan. This includes consideration of the climate change risks posed to the individuals, communities, local governments, organizations, or other entities served by the project over its anticipated lifespan.

H. Subawards

Refer to the General Terms and Condition, 8. "Establishing and Managing Subawards" and EPA Subaward Policy webpage (<https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>) for access to additional information, including a subaward agreement template found in Appendix D.

The recipient must include the Build America, Buy America terms in any subawards, request for proposals, or solicitations for bids, and in all contracts.

I. Subawards for For-profit Entities

In addition to the EPA General Term and Condition "Establishing and Managing Subawards", the recipient (i.e. "pass-through entity") agrees to require that for-profit subrecipients comply with Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit

subrecipients must be “reimbursement” rather than “advance”. Pass-through entities must obtain documentation that the for-profit subrecipient has incurred eligible and allowable costs prior to releasing EPA funds to the subrecipient.

J. Equipment and Devices

1. Procurement of Systems, Equipment and Devices

When purchasing replacement systems, equipment and/or devices, the recipient agrees the replacement systems, equipment or device:

- a. will continue to perform a similar function and operation as the system, equipment or device that is being permanently rendered inoperable;
- b. will achieve the estimated emission reductions included in the EPA-approved work plan; and
- c. is consistent in its intended use, operation and location as described in the EPA-approved work plan.

The procurement of systems, equipment or devices should follow the EPA's Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements (<https://www.epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>).

2. Operation and Maintenance

The recipient will assure the continued proper operation and maintenance of systems, equipment and devices funded under this agreement. Such practices shall be operated and maintained for the expected lifespan of the specific measure and in accordance with commonly accepted design standards and specifications. The recipient shall include a provision in every applicable sub-agreement (subaward or contract) awarded under this grant requiring that the management practices for the project be properly operated and maintained. Likewise, the sub-agreement will assure that similar provisions are included in any sub-agreements that are awarded by the sub-recipient.

3. Equipment Use and Management

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes (see Capital assets at 2 CFR 200.1 Definitions), or the amount specified in Equipment at 2 CFR 200.1. Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally-awarded funds, title to the equipment vests in the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

These conditions must be met by the grant recipient for equipment use and management during the grant period:

- a. Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.

b. Not encumber the property without approval of the Federal awarding agency or pass-through entity.

c. Use and dispose of the property as described below. Equipment use and management instructions are applicable to assistance agreement recipients and subrecipients acquiring equipment under this award. Per 2 CFR 200.313(b), state agencies may use and manage equipment acquired through a Federal award by the state in accordance with state laws and procedures. Per 2 CFR 200.313(b), Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures.

Recipient agrees that at the end of the project period the recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award. After the end of the grant period, equipment purchased under this award that is no longer needed, may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency. Consistent with 2 CFR 200.313, unless instructed otherwise, a grant recipient may keep the equipment and continue to use it on the project originally funded through this assistance agreement or on other federally funded projects whether or not the project or program continues to be supported by Federal funds. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Subrecipients are subject to the same federal requirements as the grant recipient (also known as the "pass-through entity") and they must comply with applicable subaward provisions of 2 CFR Part 200, the EPA Subaward Policy, and the EPA's General Term and Condition for Subawards.

Under 2 CFR 200.313, if the CPRG grant recipient purchases equipment with CPRG federally-awarded funds, title to the equipment vests with the grant recipient and there will be no ongoing requirements for the grant recipient for the purchased equipment after the end of the grant period.

In this case, equipment includes systems, equipment and devices.

K. Quality Assurance

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the

work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP,

ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,

iii. Submit the document for EPA review, and

iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

L. Retention / Required Documentation

In accordance with 2 CFR 200.334, the recipient must retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the date of submission of the final financial report. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period. Examples of the required records include: (1) time

and attendance records and supporting documentation; and (2) documentation of compliance with statutes and regulations that apply to the project.

In accordance with 2 CFR 200.337, the EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers or records of the recipient which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the demonstration projects or activities, device and/or the device components are to be sold, the recipient must comply with the program income requirements (see the Program Income section below).

M. Program Audit

The EPA will conduct random reviews of recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives may request documentation from current recipients to verify statements made on the application and reporting documents. Recipients may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that the project is completed as agreed upon, as well as confirm applicable infrastructure adheres to Build America, Buy America (BABA) requirements. Recipients are expected to comply with site visit requests and recordkeeping requirements and must supply the EPA with any requested documents for three years from the date of submission of the final expenditure report, or risk cancellation of an active grant application or other enforcement action.

N. Use of Submitted Information

Applications and reporting materials submitted under this competition may be released in part or in whole in response to a Freedom of Information Act (FOIA) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual's personal privacy (e.g., an individual's salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with [40 CFR 2.203](#). (Review EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses (<https://www.epa.gov/grants/epa-solicitation-clauses>)).

The EPA may make publicly available on the EPA's website or another public website copies or portions of CPRG grant project information.

The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted project photos, including use in program materials.

O. Program Income

In accordance with 2 CFR Part 200.307(b) and 2 CFR 1500.8(b), the recipient is hereby authorized to retain program income earned during the project period.

The program income shall be used in one of the following ways:

1. Added to funds committed to the project by the EPA and used for the purposes and under the

conditions of the assistance agreement.

The recipient must provide a description of how program income is being used in each of its performance reports. Further, a report on the amount of program income earned during the award period must be submitted with the Federal Financial Report, Standard Form 425.

In accordance with 2 CFR 200.307(b) costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

P. Participant Support Costs

Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. Participant support costs are not subawards as defined by 2 CFR §200.1 and should not be treated as such. Program beneficiaries may be individual owner/operators or private or public fleet owners, however program beneficiaries cannot be employees, contractors or subrecipients of the grant recipient. The recipient may provide financial assistance and project-deployment technical assistance to enable low-income and disadvantaged communities to deploy and benefit from eligible zero emissions technologies in the form of participant support costs.

The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs:

1. Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow.
2. Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (<https://www.epa.gov/grants/rain-2018-g05-r1>). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials.
3. Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a subrecipient or contractor intends to issue participant support costs to a program beneficiary. The written agreement must:
 - a. describe the activities that will be supported by rebates, stipends, subsidies or other payments;
 - b. specify the amount of the rebate, subsidy, stipend, or other payment;
 - c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment;

- d. specify any reporting required by the program beneficiary and the length of time for such reporting;
- e. establish source documentation requirements (e.g., invoices) for accounting records; and
- f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404.

4. Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

Rebates, subsidies, and similar one-time, lump-sum payments to program beneficiaries for the purchase of eligible emissions control technologies and vehicle replacements are eligible participant support costs under this award when the program participant rather than the recipient owns the equipment, per 2 CFR 1500.1(a)(1). Engine replacements, marine and locomotive shorepower projects, and most electrified parking space technology projects are not eligible as participant support costs. Rebates can only fund a participating fleet owner's equipment purchase and installation costs (i.e. parts and labor, including costs incurred to scrap the existing vehicle); if a participating fleet owner requires funding for project administration, travel, extensive design/engineering, construction, etc., in order to carry out the project a subaward is the more appropriate option. Questions regarding the use of rebates under this award should be directed to the EPA Project Officer. Rebates are not considered subawards/subgrants as defined in 2 CFR Part 200 and should not be treated as such under this award.

Q. Real Property

In accordance with 2 CFR 200.311, title to real property acquired or improved under this agreement will vest upon acquisition in the recipient. This property must be used for the originally authorized purpose as long as needed for that purpose, during which time the recipient must not dispose of or encumber its title or other interests.

1. Disposition

When real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from the EPA. The instructions will provide for one of the following alternatives:

a. Retain title after compensating the EPA. The amount paid to the EPA will be calculated by multiplying the percentage of EPA's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in those situations where recipient is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

b. Sell the property and compensate the EPA. The amount paid to the EPA will be calculated by multiplying the percentage of EPA's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property,

the recipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.

c. Transfer title to the EPA or a third party designated/approved by the EPA. The recipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

2. Recordation

As authorized by 2 CFR 200.316, the EPA requires that recipients who use EPA funding to purchase real property or to improve real property through an EPA funded construction project record a lien or similar notice in the real property records for the jurisdiction in which the real property is located which indicates that the real property has been acquired or improved with federal funding and that use and disposition conditions apply to the real property.

R. Signage Requirements

1. Investing in America Emblem

The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden's Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>

2. Procuring Signs

Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language (s). The costs of such translation are allowable, provided the costs are reasonable.

S. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the **Metroplan** received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

T. Public or Media Events

The EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

U. National Programmatic Term and Condition for Fellowship, Internship Programs and Similar Programs Supported by EPA Financial Assistance

1. EPA funds for this program may only be used for participant support cost payments, scholarships, tuition remission and other forms of student aid for citizens of the United States, its territories, or possessions, or for individuals lawfully admitted to the United States for permanent residence.
2. The recipient and program participants are responsible for taxes, if any, on payments made to or on behalf of individuals participating in this program that are allowable as participant support costs under [2 CFR 200.1](#) or [2 CFR 200.456](#) and scholarships and other forms of student aid such as tuition remission under [2 CFR 200.466](#). The EPA encourages recipients and program participants to consult their tax advisers, the U.S. Internal Revenue Service, or state and local tax authorities regarding the taxability of stipends, tuition remission and other payments. However, the EPA does not provide advice on tax issues relating to these payments.
3. Participant support cost payments, scholarships, and other forms of student aid such as tuition remission are lower tiered covered Nonprocurement transactions for the purposes of 2 CFR 180.300 and the EPA's Suspension and Debarment Term and Condition. Recipients, therefore, may not make participant support cost payments to individuals who are excluded from participation in Federal Nonprocurement programs under 2 CFR Part 180. Recipients are responsible for checking the eligibility of program participants in the System for Award Management (SAM) or obtaining eligibility certifications from the program participants.

See EPA Guidance on Participant Support Costs: <https://www.epa.gov/sites/default/files/2020-11/documents/epa-guidance-on-participant-support-costs.pdf>.

V. Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

W. Health and Safety Plan

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to the EPA but must be made available to the EPA upon request. The recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.120, entitled "Hazardous Waste Operations and Emergency Response."

X. Foreign Entity of Concern

The recipient agrees to not directly transfer EPA funds through a subaward, contract, or participant support costs to a foreign entity of concern (FEOC). The EPA considers FEOCs to include foreign entities that are owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation as defined by Congress in Section 40207 of the Infrastructure Investment and Jobs Act. The EPA uses the proposed interpretive rule from the U.S. Department of Energy (DOE) to provide additional guidance in determining FEOCs. See 88 Fed. Reg. 84,082 (Dec. 4, 2023). If DOE finalizes an interpretive rule that differs in material respects from the proposal, the EPA may amend the award agreement accordingly.

Additionally, the recipient agrees to develop and implement internal controls that ensure EPA funds are not directly transferred to FEOCs, including through subawards, contractors, and participant support costs.

Y. Historic Preservation

National Historic Preservation Act (NHPA)

Section 106 of the NHPA requires all federal agencies to consider the effects of their undertakings, including the act of awarding a grant or cooperative agreement, on historic properties, and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. The recipient must assist the EPA Project Officer in complying with NHPA if any activities funded under this grant impact a historic property. Historic properties include: (a) land or buildings listed in or eligible for listing on the National Register of Historic Places; (b) archaeologically sensitive areas or in an area where traditional cultural properties are located; and (c) properties that are associated with significant historic events, are associated with significant people, embody distinctive characteristics, and contain important precontact information.

The recipient should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with Section 106 of the NHPA.

If NHPA compliance is required, necessary Section 106 consultation activities, such as historic or architectural surveys, structural engineering analysis of buildings, public meetings, and archival photographs, can be considered allowable and allocable grant costs.

Archeological and Historic Preservation Act (AHPA)

This law applies if archeologically significant artifacts or similar items are discovered after an EPA-funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally-

sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. The recipient must ensure that subrecipients performing construction projects are aware of this requirement, and the recipient must notify EPA if the AHPA is triggered.

Z. Other Federal Requirements

In addition to the statutes outlined in the Labor and Equitable Workforce Programmatic Term and Condition, Build America, Buy America Programmatic Act Term and Condition, Historic Preservation Programmatic Term and Condition, the recipient must comply with all federal cross-cutting requirements. These requirements include, but are not limited to:

- **Endangered Species Act, as specified in 50 CFR Part 402:** Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.
- **Federal Funding Accountability and Transparency Act:** Recipients of financial assistance awards must comply with the requirements outlined in 2 CFR Part 170, *Reporting Subaward and Executive Compensation* and in the General Term and Condition “Reporting Subawards and Executive Compensation.”
- **Farmland Protection Policy Act:** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Recipients may need to work with EPA or NRCS, as appropriate, to ensure compliance.
- **Coastal Zone Management Act:** Projects funded under federal financial assistance agreements must be consistent with a coastal State's approved management program for the coastal zone.

For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.



CITY OF
FAYETTEVILLE
ARKANSAS

SELECTION COMMITTEE - VOTING RESULTS

Selection Description: RFQ 25-01, Selection 4 - White
River Trail River Commons Design

Selection Committee Date/Time: 1/15/2025 at 2:00 PM via Zoom

Firms are listed in alphabetical order

Overall RANK	1	2	3
	Crafton Tull & Associates, Inc.	Halff Associates	OLSSON
1st			
2nd			
3rd			

OVERALL RANK SUMMARY SCORING

1st ranked firm:

Crafton Tull & Associates, Inc.

2nd ranked firm:

Olsson

3rd ranked firm:

Halff Associates

Tallied by:

Amanda Beilfuss

Amanda Beilfuss, Procurement Director

Date: 01 / 22 / 2025

Kenny Fitch

Kenny Fitch, Sr. Procurement Agent

Date: 01 / 28 / 25



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Peter Nierengarten, Environmental Director
FROM: Daryl Brigman, Financial Analyst - RTC
SUBJECT: **BOX GANG MANUFACTURING LLC, WASTEQUIP LLC, TOTER LLC, REHRIG (PURCHASE AGREEMENT):**

RECOMMENDATION:

Staff recommends authorizing purchases from Sourcewell Box Gang Manufacturing LLC Sourcewell Contract number 040621-BXG for the purchase of carts, dumpsters, containers and compactors; Wastequip LLC Sourcewell Contract number 040621-WQI, Toter LLC Sourcewell Contract number 041521-TOT for the purchase of carts, dumpsters, containers and compactors; and Rehrig Pacific Company Contract number 041521-REH for the purchase of recycling bins and containers through the contract expiration plus any additional future renewals.

BACKGROUND:

The City of Fayetteville purchases 2, 4, 6, and 8 Cubic Yard Containers from Box Gang Manufacturing LLC for use with the City's collection program. The size and dimensions of the containers have remained the same over time to allow for better collection efficiencies on route and interchanging of containers when replacement containers are needed by the residents or businesses.

The City of Fayetteville purchases carts and containers from Toter LLC, a wholly-owned subsidiary of Wastequip LLC, for use with the City's collection program. The sizes and dimensions of the carts and containers have remained the same since the inception of the Pay -As -You -Throw program to allow for better collection efficiencies on route and interchanging of carts and containers when replacement carts and containers are needed.

The City of Fayetteville purchases recycling bins and lids from Rehrig Pacific for use in the City's collection program. The size and dimensions of the bins have remained the same over time to allow for better collection efficiencies on route and interchanging of recycling containers when replacement containers are needed by the residents or businesses.

DISCUSSION:

The contract attached with this request is between Sourcewell and Box Gang Manufacturing LLC; Wastequip LLC; Toter LLC; and Rehrig. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A. 21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/ province, and municipal governmental entities, higher education, K- 12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Toter, LLC was awarded a contract.

According to the terms of the contract, Box Gang Manufacturing LLC, Wastequip LLC, Toter LLC, and Rehrig offers Sourcewell participating agencies the following discounts:

1. Pricing for Box Gang Manufacturing LLC contract #040621-BXG offers Sourcewell participating agencies 5% to 20% discount off list price based on the category type.
2. Pricing for Wastequip LLC contract #040621-WQI offers Sourcewell participating agencies the following discounts:
 - Wastequip® Steel Container Products: Special Market Pricing
 - Wastequip® Compaction Products: 5% to 20% off Catalog List Pricing
 - Confab® Steel Container Products: Special Market Pricing
 - Galbreath® Mobile Products: 5% to 20% off Catalog List Pricing
 - Amrep® Mobile Products: Special Market Pricing
3. Pricing for Toter LLC contract 041521-TOT offers Sourcewell participating agencies the following discounts:
 - Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts
 - Toter Pro – 30% off list price
4. Pricing for Rehrig Pacific Company contract #041521-REH offers Sourcewell participating agencies the following discounts:
 - Rehrig's pricing is volume-tiered based on ceiling pricing that leaves the opportunity to receive more competitive pricing on larger strategic opportunities

Term:

1. The Box Gang Manufacturing contract (040621-BXG) expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
2. The Wastequip contract (040621-WQI) expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
3. The Toter contract (041521-TOT) expires May 28, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
4. The Rehrig Pacific Company contract (041521-REH) expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

BUDGET/STAFF IMPACT:

The purchase of the 6 yards and 8 yards frontload containers will be \$40,510.77 and has been budgeted

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Fayetteville, AR 72701

www.fayetteville-ar.gov

in 5500.750.5010-5227. No additional funds are requested.

ATTACHMENTS: SRF (#3) , Box Gang Estimate 11146 (#4), Sourcewell and Pricing 1. Box Gang Contract 040621 (#5), Sourcewell and Pricing 2. Wastequip Contract 040621 (#6), Sourcewell and Pricing 3. Toter Contract 041521 (#7), Sourcewell and Pricing 4. Rehrig Pacific Contract 041521 (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-458

BOX GANG MANUFACTURING LLC, WASTEQUIP LLC, TOTER LLC, REHRIG (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF RECYCLING AND TRASH COLLECTION EQUIPMENT AND SERVICES FROM VARIOUS VENDORS WITHIN THE APPROVED BUDGET, PURSUANT TO SOURCEWELL COOPERATIVE PURCHASING CONTRACTS

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 authorizes the purchase of equipment including, but not limited to, carts, dumpsters, containers, and compactors and related services from Box Gang Manufacturing, LLC, within the approved budget through June 2, 2025 and any future renewal periods, pursuant to Sourcewell cooperative purchasing contract number 040621-BXG.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of equipment including, but not limited to, carts, dumpsters, containers, and compactors and related services from Wastequip, LLC, within the approved budget through June 2, 2025 and any future renewal periods, pursuant to Sourcewell cooperative purchasing contract number 040621-WQI.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of equipment including, but not limited to, carts, dumpsters, containers, and compactors and related services from Toter, LLC, within the approved budget through May 28, 2026 and any future renewal periods, pursuant to Sourcewell cooperative purchasing contract number 041521-TOT.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of equipment including, but not limited to, recycling bins and containers and related services from Rehrig Pacific Company within the approved budget through May 28, 2025 and any future renewal periods, pursuant to Sourcewell cooperative purchasing contract number 041521-REH.

City of Fayetteville Staff Review Form

2025-458

Item ID

3/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Daryl Brigman

3/27/2025

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Authorization to purchase from Box Gang Manufacturing LLC, Wastequip LLC (Toter), and Rehrig, for the purchase of trash and recycling carts, Roll-Off Containers, Dumpsters, Compactors and related products and services through April 30, 2030 plus any additional future renewals.

Budget Impact:

5500.750.5010-5227.00

Containers RTC

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 181,000.00

Expenses (Actual+Encum)

\$ 15,143.90

Available Budget

\$ 165,856.10

Does item have a direct cost? Yes

Item Cost

\$ 40,510.77

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 125,345.33

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Box Gang Manufacturing LLC

16736 E Hardy
Houston, TX 77032 US
+17137425555
info@boxgangmfg.com
www.boxgangmfg.com



Estimate

ADDRESS

Glenda Reynolds - Eden
City of Fayetteville
1560 S Happy Hollow Rd
Fayetteville, AR 72701
Sourcewell Member Account#
34143

SHIP TO

City of Fayetteville
1560 S Happy Hollow Rd
Fayetteville, AR 72701
Attn: Brandon Bekemeier
Assistant Operations
Manager, Recycle & Trash C:
(479) 601-4717 O: (479)
444-3487

ESTIMATE # 11145**DATE 02/21/2025****EXPIRATION DATE 03/04/2025****SALESPERSON**

RM

DESCRIPTION	QTY	RATE	AMOUNT
FL-6-NESTABLE Nestable 6 Yard Frontload Slant - 10 gauge floor, 12 gauge sides, 5 foot floor supports, plastic lids, hinged back plate, primed & painted Fayetteville Red SOURCEWELL ITEM SN:	20	965.00	19,300.00T

Purchased off of Sourcewell Contract# 040621-BXG
Sourcewell Member Account# 34143

SUBTOTAL	19,300.00
TAX	1,666.25
SHIPPING	2,200.00
TOTAL	\$23,166.25

Due to the volatility of steel, prices must be confirmed at the time of order. Freight is one truckload with 53' Step Deck and estimated at \$2200/load. Shipping is best rate at time of delivery. Containers are subject to being scratched and dented during transportation. Touch up paint to be provided with containers at time of shipping.

Accepted By

Accepted Date

Box Gang Manufacturing LLC
16736 E Hardy
Houston, TX 77032 US
+17137425555
info@boxgangmfg.com
www.boxgangmfg.com



Estimate

ADDRESS

Glenda Reynolds - Eden
City of Fayetteville
1560 S Happy Hollow Rd
Fayetteville, AR 72701
Sourcewell Member Account#
34143

SHIP TO

City of Fayetteville
1560 S Happy Hollow Rd
Fayetteville, AR 72701
Attn: Brandon Bekemeier
Assistant Operations
Manager, Recycle & Trash C:
(479) 601-4717 O: (479)
444-3487

ESTIMATE # 11146

DATE 02/21/2025

EXPIRATION DATE 03/04/2025

SALESPERSON

RM

DESCRIPTION	QTY	RATE	AMOUNT
FL-8 Nestable 8 Yard Frontload Slant - 10 gauge floor, 12 gauge sides, 5 foot floor supports, plastic lids, hinged back plate, primed & painted Fayetteville Red SOURCEWELL ITEM SN:	13	1,069.00	13,897.00T

Purchased off of Sourcewell Contract# 040621-BXG
Sourcewell Member Account# 34143

SUBTOTAL	13,897.00
TAX	1,247.52
SHIPPING	2,200.00
TOTAL	\$17,344.52

Due to the volatility of steel, prices must be confirmed at the time of order. Freight is one truckload with 53' Step Deck and estimated at \$2200/load. Shipping is best rate at time of delivery. Containers are subject to being scratched and dented during transportation. Touch up paint to be provided with containers at time of shipping.

Accepted By

Accepted Date

Box Gang Manufacturing #040621-BXG

Pricing for contract #040621-BXG offers Sourcewell participating agencies 5% to 20% discount off list price based on the category type.

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Box Gang Manufacturing LLC, 16736 E. Hardy Road, Houston, TX 77032 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
- b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

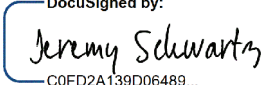
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

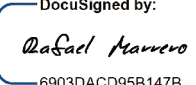
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 11:42 AM CDT

Box Gang Manufacturing LLC

DocuSigned by:

By: 6903DACD95B147B...
Rafael Marrero
Title: President
Date: 5/26/2021 | 10:16 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/26/2021 | 7:52 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Box Gang Manufacturing LLC

Does your company conduct business under any other name? If yes, please state: TX

Address: 16736 E HARDY RD
Houston, Texas 77032

Contact: Rafael Marrero

Email: rafael@boxgangmfg.com

Phone: 713-742-5555

Fax: 713-742-5555

HST#: 47-5269235

Submission Details

Created On: Wednesday March 10, 2021 08:58:42

Submitted On: Tuesday April 06, 2021 14:33:36

Submitted By: Rafael Marrero

Email: rafael@boxgangmfg.com

Transaction #: 6bd8b309-76fd-412d-aa11-fdb339fc8a22

Submitter's IP Address: 50.239.243.54

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Box Gang Manufacturing LLC	*
2	Proposer Address:	16736 E Hardy Rd Houston TX 77032	*
3	Proposer website address:	boxgangmfg.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rafael Marrero, President 16736 E Hardy Rd Houston TX 77032 rafael@boxgangmfg.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Susan Marrero, VP 16736 E Hardy Rd Houston TX 77032 susan@boxgangmfg.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Box Gang Manufacturing LLC is a minority, veteran owned business that was founded in Houston TX in 2015. Its founders, with over 55 years of experience in the solid waste and recycling industry, saw a need for a reliable, quality and customer centric container manufacturing facility in the fourth largest city in the United States. The philosophy of "getting it done right" has enabled Box Gang Manufacturing to become a leader in the container manufacturing business and a proven source of container supply for not only the commercial sector but for the public sector as well. Our customers include leading national waste hauling companies as well as federal and local governments. The Company produces roll-off hoists, open-top containers, compactors and specialty containers for a diversified base of end users in the waste, recycling, scrap and construction industries	*
8	What are your company's expectations in the event of an award?	Our company expects to provide the quality service we are known for to all Sourcewell members in the US and Canada.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Box Gang Manufacturing and its strategic alliance have over 120 years of combined experience in the industry with a combined annual revenue exceeding \$100 million. The alliance is formed in the same mold as Sourcewell but on the supplier side. We are working together as an alliance to bring our respective businesses advantages like faster growth and access to additional knowledge and resources. As an alliance, we have agreed to share resources for this contract to create a competitive advantage.	*
10	What is your US market share for the solutions that you are proposing?	Our combined Market share is over 20% for containers (rollofs and frontloads) 21% in Cable/Hook hoists 15% Compactors 26% Compactor Odor control Solution 35% dewatering equipment (used to transport solid waste after processing in wastewater treatment plant)	*
11	What is your Canadian market share for the solutions that you are proposing?	10% Containers	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Box Gang Manufacturing is a manufacturer and has entered into an alliance agreement with other regional container manufacturers to provide the products and services in this RFP. Our network spans the US and Canada in locations in California, Arizona, Texas, Indiana, Massachusetts, Florida, Louisiana and Washington. Our Alliance is comprised of: Galfab, Iron Container, Glacier Ozone, Spectrum Water, McLaughlin Group, International Containers, and Box Gag Manufacturing. Box Gang Manufacturing is also the exclusive US dealer for all Grimaldi hoists and equipment. Grimaldi is the largest hook hoist manufacturer in South America having 70% of the market. Grimaldi is a 55 year old company that has over \$300MM in annual revenue. Grimaldi's hoists and parts are supported by our dealer network (See attached map) and has national reach. Grimaldi's website ; http://www.grimaldi.com.br/	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	We have obtained all local and state business licenses. I addition we have local, state and federal environmental permits to operate paint booths and in some locations sandblasting equipment	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Houston Business Journal Fast 100 Companies 2019 Houston Business Journal Top 10 Hispanic owned firms 2019 Houston Business Journal Top Veteran Owned Firm 2019 Houston Minority Business Council E10 Award 2018 US Dept Of Commerce Top Minority Manufacturer 2018	*
17	What percentage of your sales are to the governmental sector in the past three years	10-15%	*
18	What percentage of your sales are to the education sector in the past three years	5%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	HGAC \$1000000 Texas Buy Board \$500000	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract number 47QSWA20D000W Awarded Nov 2019 Annual sales \$350000	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Orlando	Kevin Hoolihan	407-246-2796	*
City of Lakeland	Gene Ginn	863-834-8777	*
Chambers County	Eddie Gallaway	409-267-8204	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Department Of Defense	Government	Texas - TX	Containers - Rolloffs and Front Loads	\$100K	\$2000000	*
Federal Prison Bureau	Government	Texas - TX	Compactors	\$50K	\$1,500,000	*
Dept of Veterans Affairs	Government	Texas - TX	Compactors	\$25K	\$300000	*
Ft Bend County Sherriffs Office	Government	Texas - TX	Compactors/ Service	\$10K	\$25000	*
City of Orlando FL	Education	Florida - FL	Containers - Rolloffs and Front Loads	\$40000	\$250000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	All alliance members will have a dedicated alliance sales manager to cover their territory. In some cases, due to geographic and demographics more than one sales manager will be dedicated ensuring proper coverage and responsiveness. All sales manager will report contacts and potential new member leads to the Alliance coordinator. All sales personnel are direct employees. We will have a combined 26-28 sales representatives. In addition to the internal company's sales force we have a network of dealer and sales representatives across the nation (see attached map)	*
24	Dealer network or other distribution methods.	Our products have various dealers based on product type. See attached maps for dealer network for compactors, deatering equipment and hoists. For containers, our territories are divided based on providing the product at the right time for the right price. Please see the attached map of locations	*
25	Service force.	We have a robust service force that has national reach. Our combined workforce of over 600 full time workers ensure we meet and exceed both quality and responsiveness to our customers. Our full time employees are augmented by our service network of 6 independent service providers. Please see the attached map of service locations and coverage	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	There will be 2 dedicated personnel tracking any new orders. Orders will be turned around within the same day with estimated production lead times. Service calls will also be turned around on the same day with an estimated repair day. All personnel handling the customer service calls and performing the work whether at our locations or at the customer's location will be under supervision of a direct employee.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We intend to service all Sourcewell covered geographic areas and member sectors	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We intend to service all Sourcewell covered geographic areas and member sectors	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requiremt or restriction exists	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have social media accounts in Facebook , Instagram, Twitter and Linkedin which depicts our products and services. We are willing to tag Sourcewell and advertise the contract award and its benefits to current and prospective members. Our service offering will be highlighted via social media as well.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view is that we are responsible for the promotion and dissemination of the contract award. We expect Sourcewell to post the award on their board and send an initial email to its members. After that we would take over the sales marketing and execution of the contract	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer compactor training at our sites or at the Sourcewell Members location. We will also offer compactor repair training at our facility. Training will be provided to any Sourcewell member at no cost. Our technicians which are trained in compactor repair and maintenance will train member personnel upon request. We also stand ready to provide training of the safe use and operation of both cable and hook hoists at no cost to Sourcewell members.	*
37	Describe any technological advances that your proposed products or services offer.	Our containers are manufacture with the latest technological advances and exceed ANSI standards. Our above frame hoist designed, but not limited to CNG chassis, features outboard mounted lift cylinders and a vertical lift assist cylinder. It is designed to operate with low pressure, which will increase its life and reduce maintenance costs. Auxiliary fold down stops used for short containers. This can allow for better weight distribution for the chassis. More than one set can be used for containers of varying lengths.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We recycle our scrap metal. We also have instituted a waste recycling program at the plant	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Minority Owned business - HMSDC SDVOB- US Dept of Veterans Affairs Texas HUB - State of Texas	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We are alliance of 7 container, compactor and hoist manufacturers whose sole purpose is to exceed our customer expectations. Individually we cannot compete because our geographical locations but together we can provide a national solution for Sourcewell members. Our combine experience and geographical reach makes us the best choice.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
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42	Do your warranties cover all products, parts, and labor?	Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory. Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing. Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment. This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated. Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have certified technicians able to perform work nationally	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty.	*
47	What are your proposed exchange and return programs and policies?	Box Gang Manufacturing warrants only product of its manufacture against operational failure caused by defective material or workmanship which occurs during normal use within 12 months from the date the product is shipped from the factory. All product purchased by Box Gang Manufacturing from an outside vendor shall be covered by the warranty of the respective vendor only. Box Gang Manufacturing does not participate in or obligate itself to any such product or extended warranty. Box Gang Manufacturing will replace all parts of our manufacture free of charge that prove to be defective after inspection at our factory. Before any repairs are made permission must be obtained by Box Gang Manufacturing. Warranty for replacement parts is limited to the remaining portion of the original warranty, or are warranted for 30 days from the date of shipment. Box Gang Manufacturing makes no warranty on any of its equipment used in any way except as it was designed, intended, and sold to perform. Any misuse, damage due to accident, outside alterations or negligence voids applicable warranty. No diagnostic, freight or travel cost shall be covered by this warranty. All labor cost allowed shall be in accordance with established rates. In case of alleged defects, products shall be returned to Box Gang Manufacturing with transportation charges prepaid. This limited warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on the part of Box Gang Manufacturing. It neither assures nor authorizes any other person to assure to it any other liability in connection with the sale herein contemplated. Box Gang Manufacturing does not assume any liability for loss of product, time, income, or any other consequential damages including environmental. All claims shall be processed through your authorized dealer or our factory	*
48	Describe any service contract options for the items included in your proposal.	We can provide service contracts for the products we offer under this RFP.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We currently work with 3 financing companies that will work with Sourcewell clients and provide financing or leasing options if required	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our Alliance manager will send an initial email and information on the award followed by a sales call explaining the sales process of this ward and the expectation on sales and marketing calls. Monthly, we will have a centralized infoblast that will discuss services equipment and potential opportunities to our sales force. A monthly sales call will go over sales goals and metrics to make sure our sales force is not only taking care of current members but is also explaining the virtues of the program to potential members. We will report sales similar to the process we use to track GSA , Texas Buy Board and HGAC sales. The orders will be tagged in the system as a Sourcewell order and tracked from rproduction to delivery by the Alliance manager. Once the product and delivered the payment will be tracked until its received and in turn pay the administrative fee to Sourcewell	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept Pcards as a form of payment, a 2.5% charge will be added to a purchase order over \$25000. No charge for any order under \$25000	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing is divided by categories: Steel containers, compactors, hoists, odor control and dewatering boxes. Sourcewell receives a discount off List price. Due to the fluctuation and volatility of the steel market we have added a column with a ceiling price for the different line items. This will be the maximum dollar amount charged in the contract in the event the price of steel continues to increase	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing discount is based on the category type and ranges from 5 to 20% off list price	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open market items will be sourced at cost plus a percentage. These items will be clearly outlined in the orders and will be offered at competitive prices	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in the pricing are freight and installation. We provide site visits and training at no cost to Sourcewell members.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We maintain relationship with major carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We maintain relationship with major international/overseas carriers in the US and Canada. The member will have the choice of obtaining shipping on their own or having us arrange the shipping of the ordered product. If we arrange shipping a minimum of 3 quotes will be obtained.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Customers will have the option of stacking containers to save on freight costs. Members choosing this option will receive extra touch up paint since scrapes are likely to happen using this method of shipping. Members will be responsible for the touch up of the container once delivered. Containers shipped under this option will also be shipped without the lids installed for front loads and doors for rollovers. Customers will be responsible for lid and door installation if they chose this shipping method	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Our process will be similar to the one we use for tracking GSA contract sales. Once an order is placed, the order will be "tagged" as a Sourcewell entity sale. Our contract administrator will verify that the correct pricing for the product is applied in accordance with the price list in the contract. On a monthly basis a report will be generated deliniating the sales to Sourcewell entities and in turn the appropriate fee will be paid to Sourcewell. This process is not only used for GSA sales but also used for sales under the HGAC and Texas Buy board contracts	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Box Gang Manufacturing proposes a fee of 2% . This fee aligns with the other purchasing cooperative contracts we have	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We intend to provide the following: 1. Front Load Containers 2. Rear Load Containers 3. Rolloffs (rectangle and Tub style) 4.Dewatering Containers - These are watertight rolloffs with specialized filters used in wastewater treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 5. Compactors. Staionary and self contained compactors 6. Hoists. Cable and Hook	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1. Dewatering. Watertight rolloffs with specialized filters used in wastewater treatment plants. Water flows thru these containers prior to entering the system. Solids that are flushed in the sewr are trapped in the containers to prevent clogging of the plants. Once the containers are full the solid that are filtered are taken to the landfill for disposal 2. Odor Control . Ozone producing equipment that attche ozone molecules t othe odor producing bacteria disrupting its composition and therefore neutralizing odors	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	☒ Yes ☐ No	Front Loads, Rear Loads, Rolloffs, Receivers, dewatering equipment	*
67	Knuckleboom and grapple loaders	☐ Yes ☒ No	NA	*
68	Hook and hoist dumpster loaders	☒ Yes ☐ No	Galfab Cable hoists and Grimaldi Hook Hoist	*
69	Roll-off trucks and container handlers	☐ Yes ☒ No	NA	*
70	Refuse and recyclable material balers and compactors	☒ Yes ☐ No	Compators only Not Balers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1. Customer Engagement. Number of "touches" vs closed sales 2. Resolution rate - When a customer has a question or complaint, our goal is to close the loop and resolve the issue. 3. Sales to date. Target Sourcewell members 4. Sales to date by product
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	Containers - Each container manufacturing facility carries parts for all steel containers and can deliver container parts nationally. All containers come with a 1 year warranty Hoists- Parts distribution centers are located in Indiana, Texas and Arizona. In addition to those centers all hoists dealer carry parts for both hook and cable hoists to facilitate a availability to our clients. Hook hoists offer a 1 year structural warranty and cable hoist offer a 2 year structural warranty. Compactors - Each compactor manufacturing facility carries parts for all steel containers and can deliver container parts nationally. Compactors come with a 6 month warranty Odor Control- Glacier Ozone products come with a have a 1 (one) year unconditional warranty on all parts and labor with the exception of the lamps.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	Our hoists offer the patented commercially available hoist that provides a superior solution for cable-hoists mounted on a compressed natural gas ("CNG") truck chassis. The location of CNG tanks has required hoist producers to rework their designs and Galfab believes that its CNG solution is superior to competitive offerings and will be a source of market share wins as more national fleets move towards CNG. We also offer THE HOOKER"container securement system. This Air operated container securement device used in lieu of the ratchet tie-down system. Each hook (two per side) has a hold-down capacity of 40,000 lbs.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

- 1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - BG FINANCIALS.pdf - Monday April 05, 2021 06:02:24
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - SDVOB AND MINORITY CERTIFICATES.pdf - Monday April 05, 2021 06:06:02
- [Warranty Information](#) - WARRANTY.pdf - Tuesday April 06, 2021 13:08:41
- [Pricing](#) - PRICING.pdf - Tuesday April 06, 2021 14:31:16
- [Upload Additional Document](#) - MAPand productoffering.pdf - Tuesday April 06, 2021 13:00:40

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rafael Marrero, President, Box Gang Manufacturing LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☒	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☒	1

Wastequip #040621-WQI

Pricing for contract #040621-WQI offers Sourcewell participating agencies the following discounts:

- Wastequip® Steel Container Products: Special Market Pricing
- Wastequip® Compaction Products: 5% to 20% off Catalog List Pricing
- Confab® Steel Container Products: Special Market Pricing
- Galbreath® Mobile Products: 5% to 20% off Catalog List Pricing
- Amrep® Mobile Products: Special Market Pricing

**Solicitation Number: RFP #040621****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wastequip Manufacturing Company LLC, 6525 Morrison Blvd., Suite 300, Charlotte, NC 28211 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

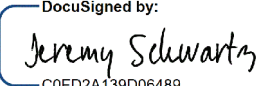
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

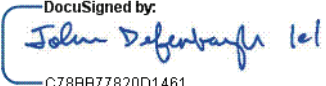
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Wastequip Manufacturing Company LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:57 PM CDT

DocuSigned by:

By: C78BB77820D1461...
John Defenbaugh
Title: President-Commercial
Date: 6/2/2021 | 2:32 PM EDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 6/2/2021 | 1:39 PM CDT

RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name: Wastequip Manufacturing Company LLC

Does your company conduct business under any other name? If yes, please state: Wastequip LLC

Address: 841 Meacham Road
Bid Location
Statesville, NC 28677

Contact: Marya Jenkins

Email: mjenkins@wastequip.com

Phone: 800-424-0422 09587

Fax: 800-424-0422

HST#: 223191624

Submission Details

Created On: Thursday February 18, 2021 14:24:47

Submitted On: Tuesday April 06, 2021 11:17:52

Submitted By: Marya Jenkins

Email: mjenkins@wastequip.com

Transaction #: 7520c546-beb0-4e2b-9423-af6d89d3f024

Submitter's IP Address: 65.158.142.90

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Wastequip LLC	*
2	Proposer Address:	6525 Morrison Blvd, Ste 300 Charlotte, NC 28211	*
3	Proposer website address:	www.wastequip.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Defenbaugh, President, Commercial 6525 Morrison Blvd, Ste 300 Charlotte, NC 28211 JDefenbaugh@wastequip.com 704.366.7140	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marya Jenkins, Bid/Contract Specialist 841 Meacham Road Statesville, NC 28677 MJenkins@wastequip.com 800-242-0422 Ext 09587	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	None	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Privately held, Wastequip is the leading North American manufacturer of waste handling equipment. Headquartered in Charlotte, North Carolina with manufacturing and service facilities throughout North America, the company has over 2,000 employees across North America. With locations throughout the United States, we serve our customer base on a local level while delivering economies of scale that smaller manufacturers cannot achieve. Since many of our brand companies serve sectors in which it can be difficult and costly to ship products from remote locations, this gives us a distinct advantage over competitors with a smaller footprint. Wastequip was created to consolidate the highly fragmented and regionalized waste equipment manufacturing sector. Our vision was to provide the large and growing base of national haulers with a single source for their waste hauling needs, including standardized equipment, highly durable products, inventory availability, faster delivery and outstanding customer service. Wastequip established an extensive North American manufacturing and service footprint. Over the course of three decades, Wastequip strategically purchased the top companies and best brands — from refuse trucks, to hoists, carts and tarping systems — and united them under the Wastequip name.	*

8	What are your company's expectations in the event of an award?	As a possible incumbent awardee, Wastequip expects to: 1. Continue to increase awareness in the marketplace regarding our Sourcwell contract, our products and services by offering total product purchase solutions using our Sourcwell contract and teaming with other Awarded Sourcwell Vendors. 2. Continue to promote Sourcwell within our existing customer base and expand this offering to newly acquired divisions within Wastequip. 3. Continue to improve upon our dealer networks understanding of Sourcwell and how to utilize our Sourcwell contract to gain the competitive advantage. 4. Continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the attachment labeled: 2. RFP 040621 Wastequip Q9 Financial Strength and Stability This attachment includes our 2020 unaudited financials and current bond rating letter.	*
10	What is your US market share for the solutions that you are proposing?	While Wastequip's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that most of Wastequip's business units enjoy a number one or number two position in the marketplace, including our Steel Group and Galbreath Mobile Group.	*
11	What is your Canadian market share for the solutions that you are proposing?	Most of our divisions do a very small amount of business in Canada therefore we do not track our Canadian market share.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b). Wastequip is best described as a manufacturer.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wastequip has all requisite permits and licenses to operate in each local facility and service area. While there are no particular national licenses or certifications required to be held in our industry, Wastequip has implemented QUALITY ASSURANCE PROGRAM built on the same structure as ISO. 1.The purpose of our Kanban implementation is to produce exactly what the customer wants, when the customer wants and in the quantity the customer wants. 2. Our WPS system is a 5 step process for organizing our workplace. This organization establishes a workplace standard/normal condition. It creates a standardized, safe and better working environment. It enables us to work more effectively. It encourages ownership and teamwork and creates visual management tool by enabling quick recognition of abnormalities in order to take actions to return or improve the standard. 2. Wastequip operates facilities that are OSHA compliant. 3. Wastequip products offer full compliance with the following American National Standards Institute (ANSI) Standards to ensure consistent quality: ANSI Z245.30 – 2008 Waste Containers-Safety Requirements and Z245.60-2008 Waste Containers-Compatibility Dimensions ANSI Z245.2-2013 Stationary Compactors and Z245.5-2013 Baling Equipment ANSI Z245.1 Mobile Wastes and Recyclable Materials Collection Wastequip employees from several divisions have or are currently serving on National Waste and Recycling Association committees or subcommittees.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 - Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. 2019 - Wastequip was recognized by Charlotte Magazine as the Best Company to Work For 2019 - Kristin Kinder, Wastequip's VP of Research and Waste Stream Sustainability, was recognized by Waste360 for 40 Under 40. 2019 - Henry Retamal, Wastequip's President of Operations, was recognized by Waste360 for 40 Under 40. 2018 - Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. 2018 - Rich Sedory, Wastequip's General Council, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year. 2017 - Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year	*
17	What percentage of your sales are to the governmental sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 6% of our total sales were to the government sector.	*
18	What percentage of your sales are to the education sector in the past three years	For the product line being offered in this RFP, over the past three years approx. 1% of our total sales were to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell: National Co-Operative Contract; \$9.44 M; \$15.2 M; \$13.9 M Houston Galveston Area Council (HGAC): National Co-Operative Contract; \$762K; \$924K; \$1.06 M Texas BuyBoard: National Co-Operative Contract; \$944K; \$1.48 M; \$821K	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None at this time.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Huntsville	Darrel Luker	936-581-6417	*
City of Nacogdoches	Cary Walker	936-559-2582	*
Calcasieu Parish	LJ Wimberly	337-721-3760	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
CITY OF ALBUQUERQUE	Government	Arizona - AZ	Provide refuse equipment	Varies	\$1.72M	*
CITY OF MISSION	Government	Texas - TX	Provide refuse equipment	Varies	\$796K	*
CITY OF HARLINGEN	Government	Texas - TX	Provide refuse equipment	Varies	\$708K	*
CITY OF LOGAN	Government	Utah - UT	Provide refuse equipment	Varies	\$525K	*
LOWER VALLEY WATER DISTRICT	Government	Texas - TX	Provide refuse equipment	Varies	\$479K	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	The majority of Wastequip sales are made directly by Wastequip employed Regional Sales Managers (RSM). Our direct Wastequip employed sales network consist of the following: Wastequip Steel Group to include compaction equipment consists of (18) RSM's that cover the continental US, Hawaii, Alaska, and Canada and (8) Customer Services Representatives (CSR) Confab Steel Group consists of (3) RSM's that cover the lower US West Coast and Hawaii and (6) CSR's Galbreath Mobile Group consists of (5) RSM's that cover the continental US and Canada and (3) CSR's Amrep Mobile Hoist Group consists of (5) RSM's that cover the continental US and Canada and (8) CSR's All groups are supported by our Wastequip Bid Team and our Wastequip Call Center Inside Sales Team members. Wastequip also provides product group specific Warranty Teams. Together these team members perform all actions necessary to produce an acceptable level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff.
24	Dealer network or other distribution methods.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. 1. Wastequip/Confab Steel Groups offer approx. fourteen (14) Preferred Dealers who employ sales and service staffs. 2. Galbreath Mobile Group touts a robust dealer network for the cable hoist market consisting of approximately fifty (50) qualified Galbreath dealers located strategically across the US. 3. Amrep Mobile Hoist Group offers a geographically diverse independent third party dealer network consisting of (6) dealers with (11) locations, who aid in developing new business and provide additional support services to Amrep. Wastequip's Amrep division services our customers and dealer network from (5) factory owned locations. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
25	Service force.	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Wastequip prides itself on superior customer service and has significant experience servicing both large and small municipal and privately owned accounts as well as multi-location organizations. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. Wastequip's Customer Service Representative (CSR) handle customer needs prior to, during, and after orders are placed with our company. Our goal for standard product order entry is to have customers' orders submitted, entered, and confirmed with ship dates within 48 hours of receiving the Purchase Order. Non-Standard or Special Products go through a similar process that includes engineering, sales drawing submittal for approval, and then from approval on to confirmed ship date. At Wastequip we want all customers to have a great experience with our products – from our first contact with us all the way through product delivery. As such, we have adopted the following customer service credo: Commitment: • We will treat all customers with respect (regardless of size) • We will follow up with customers upon receipt of order to ensure satisfaction • We will resolve any issues quickly Support: • We will provide a dedicated Customer Service Representative (CSR) for each participating member • We will respond quickly on quotes (same-day response in most cases) • We will provide an order confirmation (within 48 hours in most cases) • We will call customers with shipping & delivery information and provide early notification should there be any issues with orders	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	All Wastequip Groups are able to fully serve all 50 states and U.S. Territories	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	All Wastequip Groups are able to fully serve Canadian Provinces	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All Wastequip Groups are able to fully serve all 50 states, U.S. territories, and Canadian provinces. Wastequip's Amrep Mobile Hoist Group currently has a stronger presence in the Western Region of the United States. In 2018 an Eastern production facility was opened in Salisbury N.C. to manufacture for the Eastern market. Since 2018 Amrep has been widening its reach and presence in the Central and Eastern U.S. Wastequip's Amrep Group intends to maintain the expansion by continually adding support dealers in areas where service facilities are limited. There are no current contracts nor relationships that limit our ability to serve the aforementioned markets.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific contract requirements or restrictions would apply. Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Please see attached 7. RFP 040621 Wastequip Q32 Marketing Plan Samples Within selected media channels, Wastequip will announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Wastequip will advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	***CONFIDENTIAL INFORMATION*** Facebook: Wastequip utilizes both paid and organic posts to promote partnerships, product release, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LinkedIn: This platform allows Wastequip to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. Wastequip website properties: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip." Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. Banner ads: Wastequip tracks site visits and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Wastequip uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. The Wastequip YouTube channel allows interested users (customers, consumers) to actually view a variety of products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. Wastequip uses Twitter to share more news oriented content or retweet relevant waste industry news content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Wastequip believes the Sourcewell role in promoting the contract is similar to Wastequip's. Based on the success we have enjoyed with Sourcewell for the past 11 years we believe we have a good understanding of and appreciation for Sourcewells' promotion of our contract to its member agencies. Wastequip will continue to share the responsibilities. 1. Networking - In light of the current COVID pandemic and networking opportunity limitations, Wastequip and Sourcewell should share and exchange information in order to help each organization to promote the contract. Our organizations can share newsletters, participate in e-mail networks, or meet at seminars and conferences once open to the public events occur. 2. Multisector Collaborator - Sourcewell and Wastequip should continue to work together to look for ways to expand product offerings based on Sourcewell Member needs, if those needs were not initially included into the RFP. Sourcewell and Wastequip should work together to offer more in depth dealer/distributor network training. By sharing the above listed responsibilities Wastequip's aim is to strengthen the relationship between our Regional Sales Managers with the Sourcewell professional staff. We also look forward to more pro-active marketing of this contract through our Wastequip Marketing team using electronic media, shows and meetings. The Wastequip Bid Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in bid/contract packages as deemed necessary. This will extend the reach of Sourcewell into markets that Sourcewell currently may not serve and aide in bringing awareness to those markets.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the special requirements of the products Wastequip manufactures, our products are not currently available for e-procurement to municipal/government entities.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Wastequip Steel Group offers specific Sales and Compaction Technical training consisting of the following: 1. Compaction Sales Training: Training is provided at no charge and consists of basic overview of compaction operation and usage. Nine classroom training modules cover fundamentals, process, applications, waste flow analysis, equipment types, feeding recommendations, electrical requirements, location analysis, site surveys, and available equipment options. Sales Training can be geared for 1 day or broken into smaller multiple sessions. 2. Compaction Technical Training: Training is a 2-day classroom and hands-on course for service and maintenance personnel of compaction and baler equipment. The course is \$350 per student and each attendee receives a service training manual, training competitions certificate and an electric volt meter. The curriculum includes the following: 1. Plant Tour 2. Hydraulics 3. Electrical Theory 4. Hands-on hydraulic and electrical demonstrations 5. Troubleshooting systems 6. Application of classroom knowledge to achieve solutions 7. Guardian Control System 8. ANSI (American National Standards Institute) 9. Lock out / tag out procedures 10. Review of new equipment features
37	Describe any technological advances that your proposed products or services offer.	Wastequip manufactures a full range of garbage collection, compaction, transportation, and disposal equipment for residential, commercial, and industrial applications. Wastequip's commitment and continued investment into product innovation will lead to continuous improvement in every phase of waste management. 1. Wastequip has partnered SSAB, a global specialty steel supplier, to develop a high strength roll-off container for the construction and demolition industry. This container incorporates SSAB's Hardox 450 wear plate for better performance and sustainability to withstand the abuse of containers used in these dense waste applications. Wastequip's RockBox containers are twice as strong and last four times as long as standard containers used in these applications. The use of Hardox 450 wear plate and a unique floating body design allows this to be done without increasing the container tear weight. 2. Galbreath Mobile Group provides alternate fuel compatible roll-off hoists to meet the needs of customers desire to operate compressed natural gas (CNG) powered vehicles.

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	At Wastequip, we’re focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip As part of the CORE program, Wastequip is committed to creating more sustainable products, processes and facilities, without sacrificing our legendary quality. Future generations are counting on us to create better products, and to do so more responsibly. As a manufacturer, identifying efficiencies in how we source materials and manufacture and distribute our Steel and Galbreath products is among our most environmentally impactful opportunities. • Incoming packaging efficiency: For incoming shipments, Wastequip has been standardizing our reusable pallets and containers and implementing circular take-back models with our pallet suppliers. • Material efficiency: We reprocess all scraps, cuts, and drops of remaining steel. We actively separate alternative materials (bronze, aluminum, carbon steel) for recycling to aid in processing and reducing costs. • Energy efficiency: Across our Steel and Galbreath facilities, we’ve currently replaced about 15-20% of our welding units with new units that use a quarter to a third less electricity, and about 60% of our steel plants will LED lighting. • Distribution efficiency: We’re continuously innovating our products. Recently, we’ve been employing nesting improvements in the distribution of our steel containers, allowing us to nest and ship up to 50% more product on each truckload. Additionally, our employees designed “solar powered” signage in Tyler, TX facility – and many plants and offices are equipped with motion sensing lights, and have been upgraded to use newer LED ballasts to reduce energy consumption and waste. As we have acquired new Steel facilities, we have also replaced welding gas tanks that could be prone to leakage.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	None for the products offered in this proposal.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Wastequip nor any of our subsidiaries are considered a Woman or Minority Business Entity (WMBE) or a Small Business Entity (SBE). However, Wastequip is committed to the utilization of disadvantaged entities whenever possible, and we set out to identify possible use of MWBE's as subcontractors on a case by case basis in a concerted attempt to meet the encouraged goals of our municipal/governmental customers. While Wastequip does not possess certification as a disadvantages business, we do seek to employ and do business with disadvantages businesses. We use a WMBE's or SBE's to purchase office supplies, work with many disadvantaged businesses to perform work on projects, and are constantly seeking ways in which we may employ or do business with disadvantaged companies in both special projects and daily business. As in many projects, there are several possibilities for use of disadvantaged businesses. We are always prepared to search for specific businesses that may provide the following: 1. Utilization of teaming partners for specific government set aside project opportunities 2 Over-the-road trucking of products to the our municipal/government customers (typically 53 foot trailers)

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	1. The entire Wastequip product line streamlines purchasing for Sourcewell member agencies. Our product offering includes virtually every possible container and related lifting equipment need from the residence to the convention center to the city office building to the farmers' market. Wastequip offers Sourcewell Members an aggregate waste stream flow for waste material from waste generation to final waste disposition. 2. With the awarded Sourcewell Contract #081716 for Class 6,7, and 8 Chassis with Related Equipment, Accessories, and Services, Wastequip is available to offer Sourcewell Members a Sole Source full product solution transaction as it relates to the Galbreath hoist product line. 3. Galbreath touts many value add items including a full staff of Engineers, including design a group which utilizes the latest 3D modeling software with Dynamic Finite Element Analysis and a full staffed Research and Development group which allow for superior validation processes and ensuring the latest technological developments are being utilized in the design of our products. 4. Other branches of Engineering include Application, to support ensuring the correct product is used for the customer's application, and manufacturing, who in tandem with the OPEX group work towards instituting the best processes which maximize efficiencies and control customer costs.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Yes, specific products, parts and labor are covered.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. No, however, all equipment under warranty must be used in accordance with the Owner's manual or guidelines to include preventative maintenance, if required. Wastequip warranties shall not apply to any unit, which has been subject to misuse, misapplication, negligence, alteration or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see attached: 9. RFP 040621 Wastequip Q42 Warranty for full details. Compaction Products: Yes, Wastequip will reimburse our service providers for their travel time or mileage incurred when performing warranty service. Galbreath Mobile Products: No, Wastequip does not reimburse our service providers as the product is expected to be taken to the service facility for any warranty work.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Wastequip has service providers located in all 50 states to perform any required warranty repairs.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, Wastequip will cover warranty service for items made by other manufacturers that are sold with our manufactured equipment. Original equipment manufacturers warranty will apply and any service needed will be coordinated with OEM.	*

47	What are your proposed exchange and return programs and policies?	Product Return Policy a) All returns must be authorized by Wastequip prior to shipping and acceptance. Product must be returned in the same condition as shipped by Wastequip, which may include original packaging, and Buyer must include a copy of the Invoice with any return. Buyer must complete and return a Warranty Registration Form for some Products, where applicable. Product may not be returned by Buyer to Wastequip after 30 days of Invoice date, without applicable Warranty Registration or proof of purchase or ownership. Go To Parts' supplementary Return Policy can be found by clicking here a hard copy of which is available upon request. If there is any conflict between the Go To Parts Return Policy and the Product Return Policy contained in this Section 5, the terms of the Go To Parts Return Policy shall control. b) A Return Authorization Number must be obtained from Wastequip within five (5) days of receipt of Product and before such Product may be returned for credit. No Product shall be returned to Wastequip without Wastequip's written consent. If any portion of the Product delivered to Buyer are defective or are otherwise not in accordance with contract specifications, Wastequip shall have the right in its discretion either to replace such defective Product or to refund the portion of the purchase Price applicable thereto. Any returned Product shall become the property of Wastequip; Buyer, Buyer's customer or end-user is not authorized to otherwise dispose of, sell or recycle such Product, parts or components. In no event shall Wastequip be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages. c) Buyer is responsible for prepayment of, and all other related freight costs associated with returning Products to Wastequip unless previously agreed to in writing by Wastequip. Buyer is responsible for any missing or damaged Product. Risk of loss or damage to Product shall pass from Buyer to Wastequip upon physical receipt by Wastequip. d) Special order or non-stock items or other Product specified by Wastequip are not eligible for return. e) Any and all Product claimed defective or as a warranty matter must include a written explanation of how the Product was stored, maintained, installed and/or operated, as further described herein. Buyer must complete a Warranty Claim Form, where applicable. f) If, in Wastequip's judgment, a returned Product is not defective or not shipped in error, Wastequip may apply a service charge of 20% and/or a restocking fee up to 20% of the Product purchase price. g) Wastequip reserves the right to dispose of, return to Buyer (at Buyer's cost of freight and related charges), allow Buyer retrieval within seven (7) calendar days, or any other remedy, in Wastequip's discretion, for any attempted Product returns in contravention of the Wastequip Terms.	*
48	Describe any service contract options for the items included in your proposal.	Wastequip does not offer any service contract options for the items included in our proposal. Any service contract option would be provided by an outside third party and be provided at customers expense.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment shall be due as stated on the Wastequip Invoice for the Product. All payments shall be made in U.S dollars. Payment Terms are set at Net 30 Days with Approved Credit	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Wastequip makes available financing solutions for state and local governments through 3rd party financial institutions. Most recently, Wastequip has teamed with NCL Government Capital, an existing Sourcewell Contract holder (#011620-NCL), to offer financing options to Sourcewell Member agencies. Through our financing options Wastequip offers Fixed Interest rates that are based on the credit quality of the governmental entity and terms that are up to 10 years with annual payments in arrears. Additional information can be found by visiting our financing web page at: https://www.wastequip.com/about-us/financing	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information, and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member. After which, the system tracks the status of the opportunity and provides ongoing updates if information had been changed. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly submission. Wastequip offers Sourcewell Member direct from Wastequip purchases and Sourcewell Member direct from Authorized Wastequip dealer purchases. With Wastequip direct purchases, purchase orders are placed directly with Wastequip and processed and tracked as indicated above. With Sourcewell Member direct from Authorized Wastequip dealer purchases, the Sourcewell Members submits a purchase order directly to our Authorized dealer. Our Wastequip dealer then provides Wastequip with a purchase order for the Sourcewell Member order and the order is processed and tracked as indicated above.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Wastequip accepts P-card and credit card payments with no additional fees charged. Our preferred method of payment is Wire, ACH, or Check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wastequip is offering the below product group specific pricing models. Each price guide will include a listing of options available as upgrades to the base pricing for that specific product line. All products will be identified by model numbers. Wastequip Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Wastequip Steel Container Pricing Confab Steel Container products are offered on a line item by manufacturing facility location basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Confab Steel Container Pricing Wastequip Compaction products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Compaction Pricing Galbreath Mobile products are offered on a product catalog basis. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Galbreath Mobile Pricing Amrep Mobile products are offered on a product line item. Pricing document labeled: 11. RFP 040621 Wastequip Q53 Amrep Mobile Pricing	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Wastequip is offering the below product group specific pricing discount ranges to Sourcewell Members. Wastequip Steel Container Products: Special Market Pricing Confab Steel Container Products: Special Market Pricing Wastequip Compaction Products: 5% to 20% off Catalog List Pricing Galbreath Mobile Products: 5% to 20% off Catalog List Pricing Amrep Mobile Products: Special Market Pricing	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Wastequip may offer discounts off the Sourcewell Member price for large projects when possible, giving the Member the benefit of making larger purchases and permitting Wastequip the opportunity to be flexible in competitive situations as required. We believe that it will be to both Wastequip's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project and per current market conditions at time of request.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Wastequip is offering the following sourced good solutions: 1. Nonstandard external options or open market items: Wastequip will offer these items to Sourcewell Members on a Supply Quote basis. Wastequip or Wastequip Authorized Dealer will provide the Sourcewell Member with quote for all items not listed on the awarded Sourcewell contract. These items will be sourced at a Cost plus max of 20% basis. These items will not include the 1.5% proposed administrative fee. 2. Sourcewell Member direct purchase from Wastequip: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee. 3. Sourcewell Member direct purchase from Authorized Wastequip Dealer: Non-standard Wastequip/Confab Steel Container(s), Compaction Products, and options will be provided at a Price on Request (P.O.R.) basis. These items will be P.O.R. to Sourcewell Member at a Dealer Cost plus max of 20% basis. The items are listed in the price guides a "Specials". These items manufactured by Wastequip/Confab will include the 1.5% proposed administrative fee.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	1. Installation: Cost of installation, as required, shall be paid by the end user. Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as installation of equipment, assembly and distribution of containers to end users, additional labor for customer preferences, etc. This cost will not include the 1.5% Administrative Fee. 2. Taxes: Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, these items will be added at time of quote. Also, Canadian GST/PST/HST taxes are not included in our proposed pricing models, and are not paid by Wastequip. If required to be paid by Wastequip, then the Member will be required to reimburse Wastequip for these taxes. 3. Surcharges: Steel costs continue their historic rise, with hot rolled steel increasing nearly 150% since September 1, 2020 to the current all-time high. Wastequip has been working closely with our supply chain to help minimize these costs, but our suite of products continue to be impacted directly by the escalating commodity prices. Therefore, Wastequip is including a surcharge option to our RFP proposal. To maintain transparency with Sourcewell Members, this charge, if needed, will be shown as a separate line item at time of quote. This surcharge provides Wastequip the flexibility to adjust product pricing up or down quickly in response to cost increases such as steel and components without having to change customer discount levels established on the contract.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Wastequip has locations throughout the U.S., which allows us to serve our customer base on a local level while delivering economies of scale not possible with smaller manufacturers. With over 24 manufacturing facilities, Wastequip can stock and ship product from around the country to aid in reducing freight costs. Wastequip has extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Wastequip is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Sourcewell Member needs and demands. Wastequip will evaluate each order as a unique opportunity and consider the Sourcewell Members order volume and location. 1. Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. Sourcewell Member is responsible for offloading equipment at time of delivery unless otherwise noted at time of order. This cost will not include the 1.5% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wastequip is able to serve these areas with all of our offered products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather related issues. We find that these customers are more than aware of the issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Wastequip/Confab Group is able to ship steel containers from 17 steel manufacturing facilities. Compaction equipment can be shipped from 7 manufacturing/finishing facilities ensuring Wastequip is able to provide the most economical freight rates to our customers. Wastequip/Confab steel slant and flat top containers are nestable meaning one container nests inside another container, therefore saving on freight charges. Our Confab Group also offers a double deck delivery trailer option for delivery in California only. This allows for small steel container to be shipped unstacked, fully assembled and ready to use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	***CONFIDENTIAL INFORMATION*** Wastequip utilizes the Salesforce.com CRM system to create accounts, create and enter project opportunities, verify contact information and produce quality and professional quotes. Our CRM system follows opportunities from creation to closure. Salesforce.com allows Wastequip to input Sourcewell Member information that flows onto approved Wastequip/Sourcewell logo quotes. By selecting the Wastequip/Sourcewell logo when creating the opportunity immediate notification is sent to the Sourcewell contract point of contact, notifying them of a new quote opportunity for Sourcewell. Every quote created is reviewed and sent through a 3 to 5 channel approval process. Once approved, the quote is sent through the CRM system to the requesting Sourcewell Member/Authorized Dealer. After which, the system tracks the status of the opportunity and provides ongoing updates. Reports are currently automatically generated and forwarded to the Sourcewell contract point of contact every Tuesday morning. At quarter end, a refreshed report is generated listing all Sourcewell opportunities. Opportunities are tracked on the "Stage" basis (Budgetary, Pipeline, Expected, Commit, Pending OE, Closed Won and Closed Lost). Information pertaining to all "Closed Won" opportunities are then uploaded to the Sourcewell provided Sales Reporting spreadsheet for quarterly fee submission.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Wastequip is proposing a 1.5% administrative fee. For Sourcewell Member direct to Wastequip purchases, the administration fee will be incorporated in the Sourcewell Member Price. For Sourcewell Member direct purchases through an Authorized Wastequip dealer, the administration fee will be incorporated in the price to the dealer not to the Sourcewell Member. Please note that freight, installation, surcharges and other "Total Cost of Acquisition" costs will not include this fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	1. Wastequip Steel Container product offering consist of the following: - Environmental Containers - Front Load Containers - Other Large Containers - Other Small Containers - Rear Load Containers - Receiver Containers - Roll Off Containers (Rectangle and Tub) - Scrap Bins - Self Dumping Hoppers - Side Load Containers - Container Factory Options 2. Confab Steel Container product offering consist of the following: - Front Load Containers - Other Large Containers - Other Small Containers - Rear Load Containers - Receiver Containers - Roll Off Containers (Rectangle and Tub) - Self Dumping Hoppers - Side Load Containers - Container Factory Options 3. Wastequip Compaction product offering consist of the following: - Stationary Compactors - Pre-Crusher Compactors - Self-Contained Compactors - Apartment Compactors - Pak-Man Compactors - Accu-Pak Compactors - Vertical Balers - Container Lifters - Compaction Factory Options 4. Galbreath Mobile product offering consist of the following: - Cable Hoists - Hook Hoists - Container Delivery Units - Trail Hoist Trailers - Pup Trailers - Roll Off Trailers - Tarps - Mobile Factory Options 5. Amrep Mobile product offering consist of the following: - Cable Hoists - Chain Hoists - Pup Trailers - Transfer/Pull Trailers - Tarps - Mobile Factory Options Additional product information can be found by visiting our website at www.wastequip.com
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Wastequip believes that the following subcategory of solutions should be included: 1. Factory Options: Wastequip has included in our price guides additional factory available add on features that are readily available to Sourcwell Members. These factory options are enhancers to our standard products. 2. Custom Options: Any custom feature requested by the customer may be provided and will be made available as a "Special" and provided as a Price On Request item. 3. Services: Wastequip can provide additional services to Sourcwell Members. These services may include unloading, assembly, equipment installation, and training. These services will be made available as a "Special" and provided as a Price On Request item.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	☒ Yes ☐ No	Wastequip's Steel Group manufactures a wide range of front-load, roll-off, and rear-load containers, as well as self-dumping hoppers for all types of waste and recycling. The division also makes specialty containers for handling sludge, grease, and other tough waste, along with dewatering, vacuum, and intermodal containers.	*
67	Knuckleboom and grapple loaders	☐ Yes ☒ No	No Bid	*
68	Hook and hoist dumpster loaders	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems. For decades, Amrep® has been meeting our customers' needs by designing durable, high-performing roll-off hoists that minimize weight and maximize payload. At Amrep, we understand that our customers' requirements vary based on application and budget, and we accommodate their needs by offering a variety of roll-off cable hoists. From refuse and construction hauling to product delivery and yard transport, Amrep can help you choose the right product.	*
69	Roll-off trucks and container handlers	☒ Yes ☐ No	Wastequip's branded Galbreath Mobile Group products are engineered to withstand the punishment of hauling waste, recyclables, and scrap. The division includes branded products such as Galbreath® hoists, container handlers, and trailers; Mountain Tarp™ and Pioneer™ tarping systems.	*
70	Refuse and recyclable material balers and compactors	☒ Yes ☐ No	Wastequip's Steel Group manufactures Wastequip®-branded compactors and industrial balers. These powerful products withstand the demands of both commercial and industrial use.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Wastequip will measure our performance of an awarded contract by the following methods: 1. Comparing a Previous Year to Current Year Sales Analysis 2. Track and monitor Quote activity 3. Continue to emphasize the value and importance of the Sourcewell contract during sales meetings/calls 4. Maintain onboard sale training for new associates and refresher training for existing associates.
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All Wastequip Groups rely on a wide and geographically diverse independent third party dealer network and service providers who aid in developing new business and provide additional support services to Wastequip. Our Wastequip/Confab Group offers a nationwide service provider network of approximately 526 independently owned service provider companies who provide warranty, preventative maintenance, service and repair of equipment. Our Galbreath Mobile Group dealer network also provides warranty, preventative maintenance, service and repair of equipment assistance. All Wastequip Groups employ division specific engineering staff who are available for specific design projects or technical requirements. Our dealer network and service providers are fully supported by the Wastequip sales, service and warranty teams.
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	1. Wastequip compactors are equipped with AMS (Automatic Maintenance Scheduler) that notifies you when preventative maintenance is due based on actual usage. With AMS you don't have to guess when maintenance is due or try and keep track as an indicator light illuminates when maintenance should be scheduled while still allowing you to operate the compactor. The light is reset after maintenance is performed. 2. Wastequip's guided ram system has been incorporated into high cycle compactors. This system suspends the ram off the floor and significantly reduces friction and wear. The use of ultra high molecular weight (UHMW) guide shoes provides a long lasting, low noise, low vibration solution to traditional floor riding rams. The guided ram system extends the life of the equipment and allows Wastequip to offer an industry leading warranty on our self-contained compactors. 3. The incorporation of SSAB high strength steels including Hardox and Strenx in our roll-off containers as well as in high wear areas of other equipment increase life expectancy and decrease maintenance costs.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2. RFP 040621 Wastequip 09 Financial Strength and Stability.pdf - Monday April 05, 2021 14:47:13
- [Marketing Plan/Samples](#) - 7. RFP 040621 Wastequip 032 Marketing Plan Samples.pdf - Monday April 05, 2021 14:52:09
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 9. RFP 040621 Wastequip 042 Warranty.pdf - Monday April 05, 2021 14:47:25
- [Pricing](#) - 11. RFP 040621 Wastequip Price Offerings Zip.zip - Tuesday April 06, 2021 07:05:22
- [Upload Additional Document](#) - 16RFP0~1.PDF - Tuesday April 06, 2021 11:16:00

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Defenbaugh, Commercial President, Wastequip LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☒	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☒	1

Toter #041521-TOT

Pricing for contract #041521-TOT offers Sourcewell participating agencies the following discounts.

- Toter residential does not have set list pricing, therefore we are offering a line-item ceiling pricing model that is comparable to other cooperative contracts
- Toter Pro – 30% off list price

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Toter, LLC, 841 Meacham Road, Statesville, NC 28677 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's affiliates, authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, or exemplary damages, whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not the indemnitee was advised of the possibility of such damages.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article.

Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less

broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

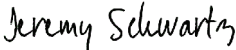
and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

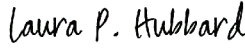
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Toter, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/24/2021 | 7:43 PM CDT

DocuSigned by:

By: 834FF567BB0940B...
Laura P. Hubbard
Title: Director of Municipal Sales
Date: 5/25/2021 | 10:46 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/25/2021 | 10:47 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Toter, LLC
Address: 841 Meacham Road
Statesville, North Carolina 28677
Contact: Kellie Clark
Email: toterbids@toter.com
Phone: 800-424-0422 09584
Fax: 833-930-1124
HST#: 56-1362422

Submission Details

Created On: Thursday February 25, 2021 07:42:29
Submitted On: Thursday April 15, 2021 13:38:28
Submitted By: Kellie Clark
Email: toterbids@toter.com
Transaction #: e18be8d7-0c74-4464-b735-48eb35840831
Submitter's IP Address: 173.92.230.77

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Toter, LLC	*
2	Proposer Address:	841 Meacham Road, Statesville, North Carolina 28677	*
3	Proposer website address:	www.toter.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laura P. Hubbard, Director of Municipal Sales, 841 Meacham Road, Statesville, North Carolina 28677, lhubbard@wastequip.com, 704-682-3398	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kellie K. Clark, Sr. Manager of Bids and Contracts, 841 Meacham Road, Statesville, North Carolina 28677, kclark@toter.com, 800-424-0422 Ext 09584, or 704-768-2584.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Toter has been in continuous operation since 1962, originally as a subsidiary of Rubbermaid Incorporated. Our headquarters is in North Carolina. The company was organized as a private corporation in 1983 as Applied Products, Inc., changed the name to Toter Incorporated in 1988. In 2007, Toter was acquired by Wastequip and became its largest acquisition at the time. Wastequip is the leading North American manufacturer of waste handling and recycling equipment focused on manufacturing expertise and product innovation. Toter and other Wastequip divisions position our parent company to offer a full line of products, systems and solutions to collect and transport just about any type of waste and recyclables. Toter products have been included in Wastequip's Sourcewell contracts since 2014. Toter introduced an automated cart system for curbside garbage collection in the 1960s, earning us our well-deserved reputation as the go-to cart brand for the collection of waste, recycling, and organics. We focus on developing products that combine practical convenience, extreme durability and long-term value through proven industry leading performance and warranty. Today we serve waste haulers and municipalities as well as commercial, industrial and institutional customers through regional manufacturing/distribution facilities located in Statesville, NC; Acuna, Mexico; and Del Rio, TX. It is important to note that we are dedicated to the waste industry, not manufacturing for any other industry. Our company's core values include: - We always act with safety, honesty and integrity. - We serve customers to total satisfaction by delivering value oriented, market leading products and services. - We act quickly but thoughtfully. - We identify and improve the things that matter most. - We provide challenging opportunities with clear expectations. - We embrace change. - We make commitments and keep them, earn trust and create respect.	*

8	What are your company's expectations in the event of an award?	Toter anticipates a seamless transition from the current Wastequip contract to a Toter plastic refuse and recycling containers contract. Our sales force, dealers and distributors are ready to sell and provide solutions to our customers' needs. We already have tools and staffing in place to promote the Sourcewell contract in the marketplace among existing and potential customers to showcase our products and services as total solutions using this contract. Toter would continue and increase promotion in this way throughout the contract term. Toter will involve and improve our dealer and distributor networks' understanding of how Sourcewell satisfies the bidding/proposal processes of customers, and allows the customer to obtain product they want and deserve, which also gains for Toter a competitive advantage. We intend to continue revenue growth by continuing to gain market share.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Toter, LLC is wholly-owned subsidiary of Wastequip, LLC. As a privately held company, our financial statements are not made public and we do not require audits of our divisions. Our unaudited financial statements for Toter, LLC for the year ended December 31, 2020 are attached. Our trade references and banking information is also attached in unredacted format for Sourcewell's eyes only, and a redacted format for maintenance of confidentiality with entities requesting copies of our information provided in this RFP response.	*
10	What is your US market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Based on our internal estimates, we determined that Toter Residential consistently enjoys a top 3 position in the US market. Toter ProProducts maintains a top 5 position in the US market.	*
11	What is your Canadian market share for the solutions that you are proposing?	While Toter's exact market share information is company confidential and critical to our strategy for success, we can share more about our market position. Even though the Canadian market is not tracked as thoroughly as the US market, we believe Toter Residential also holds a top 3 position in the Canadian market. We would like to continue to grow our Canadian market share by continuing to try and convince Canadian municipalities to utilize our contract with the help of groups like RMA.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Toter, LLC is a manufacturer and service provider, with a network of distributors and dealers and best fall within item "b". The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. We also rely on well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Our RSMs, dealer network and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team. All dealers and service providers are independent third party contractors and employ their own teams consisting of sales, service and warranty staff. Toter Pro Products are represented by third party sales agents and dealers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Toter has applicable licenses to operate in the State of North Carolina, the state of our headquarters. We obtain licenses in municipalities and localities in which we are required by contracts to register and obtain licenses as required. We operate facilities that are OSHA compliant, our roll carts for residential use meet or exceed the American National Standards Institute (ANSI) Standards to ensure consistent quality and safety: ANSI Z245.30-2008 - Waste Containers - Safety Requirements and Z245.60-2008 Waste Containers - Compatibility Dimensions. Our roll carts have been independently certified with Wind Tunnel Testing of empty Toter carts by nationally recognized schools of aeronautical engineering and well as the Interagency Grizzly Bear Committee (IGBC) approval of Toter Bear Carts.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	As the parent company of Toter, Wastequip has received several recognitions: - In 2019, Wastequip was recognized by Charlotte Magazine as the Best Company to Work For - In 2017, Wastequip was recognized by the Charlotte Business Journal as the Middle Market Leader of the Year - In 2016, Charles Walton, founder of Wastequip, was named to the National Waste & Recycling Association's Hall of Fame. The Award is presented annually to select industry visionaries and icons that have created an enduring legacy through their inspirational leadership, core values and significant contributions. - In 2014, Wastequip was recognized by the North Carolina Chamber for the Honorable Mention for the North Carolina Manufacturer of the Year (more than 5 years old) Toter recognition: - In 2020, Toter was named by Plastics News as the second highest rotational molder in North America, as ranked by Plastics News. Toter continues to be rated the highest ranked rotational molder of plastic waste containers in North America (many years running) from this publication. Executive Team Awards: - Waste 360 awarded Toter's Chance Hennig, Southwest Regional Sales Manager, to the 2021 class of "40 under 40" awards. Wastequip's Kristin Kinder (Vice President of Research and Waste Stream Sustainability) and Henry Retamal (President of Operations over Toter and other Wastequip divisions) were awarded the same in 2019. The program recognizes inspiring and innovative professionals under the age of 40 whose work in waste, recycling and organics has made a significant contribution to the waste and recycling industry. - In 2020, Nick Wiseman, Wastequip's CHRO, was recognized by the HRO Today Association as a 2020 Finalist for the Engagement Strategy Excellence Awards for the North America Region. - In 2018, Steve Klueg, Wastequip's CFO, was recognized by the Charlotte Business Journal as CFO of the Year. - In 2018, Rich Sedory, Wastequip's General Counsel, was recognized by the Charlotte Business Journal as Outstanding General Counsel of the Year.	*
17	What percentage of your sales are to the governmental sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 31%.	*
18	What percentage of your sales are to the education sector in the past three years	Toter's sales to the governmental sector from 2018-2020 was 0.3%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our annual sales volumes on the aggregate for state or cooperative purchasing contracts over the past three years is \$28,180,661 in 2018, \$37,439,412 in 2019, and \$32,849,179 in 2020 (restrictions under the respective cooperative purchasing agreements prevent our ability to specifically identify annual sales volumes for each such contract).	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Memphis, TN	Phillip Davis	(901) 417-4027	*
City of Sheboygan, WI	Jason Blasiola	(920) 459-3447	*
City of Chattanooga, TN	Roshonda Woods	(423) 643-6837	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon , 32 Gallon and 24 Gallon Carts for Garbage, Recycling and Organics with A&D Services	Average size of Transactions = \$787,000	\$9,447,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 32 Gallon Carts for Garbage, Recycling and Yard Waste with Full Maintenance Services	Average size of Transactions = \$172,000	\$6,369,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage, Recycling and Organics	Average size of Transactions = \$139,000	\$6,255,000	*
Municipality	Government	California - CA	96 Gallon Carts for Garbage and Recycling with A&D Services	Average size of Transactions = \$249,000	\$5,733,000	*
Municipality	Government	Texas - TX	96 Gallon, 64 Gallon and 48 Gallon Carts for Garbage and Recycling	Average size of Transactions = \$388,000	4,269,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	The majority of Toter Residential sales are made directly by 10 Regional Sales Managers (RSM) and supported by 2 Division Sales Directors, 1 Municipal Sales Director and 1 Vice President of Sales. Our Regional Sales Managers are based in key locations throughout the US and will be responsible for field support of all current and potential Sourcwell members. These industry experts perform all actions necessary to produce a superior level of sales, including, but not limited to: making sales calls necessary to cover territory, assisting with test programs and warranty administration, and all other field service support. Toter Pro has 4 direct national sales managers that work closely with distributors across the US. Our sales team, dealer and distributor networks and service providers are fully supported by a team of Customer Satisfaction Specialists, specialists at the Wastequip Call Center, as well as a dedicated Bid/Contracts staff and a specific Warranty Team.	*
24	Dealer network or other distribution methods.	Toter Residential has well established dealers in certain states who aid in developing new business and provide additional support services to Toter across the US and Canada. Toter Pro has a network of approximately 5 independent dealers and approximately 100 national distributors. Our dealer network and service providers are fully supported by our sales, service and warranty teams.	*
25	Service force.	We have a Service Division called ContainerPros that provides services to our customers throughout the United States. ContainerPros provides services to plastic and steel containers, carts and bins. ContainerPros employs a number of individuals at multiple levels to manage and operate the services requested. These individuals range from Directors, Project Managers, Project Coordinators, Project Supervisors, Leads, etc. ContainerPros also utilizes multiple third-party vendors to assist in projects across the US and Canada. There is no project too Large or too Small!	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Toter prides itself on superior customer service and has significant experience servicing both large and small municipal and privately-owned accounts, multi-location organizations like The Home Depot, Lowes, Walmart, True Value, Ace, Do-It Best, Amazon, Wayfair, Meijer, and other retail entities. Our extensive customer base demands rigorous, just-in-time delivery performance and responsive customer service. We believe, simply stated, that our commitment to preventing issues is the key to satisfied customers. We want all customers to have a great experience with our products – from their first contact with us all the way through product delivery and warranty service. As such, we have adopted the following customer service credo: COMMITMENT - - We will treat all customers with respect (regardless of size) - We will follow up with you upon receipt of your order to ensure satisfaction - We will resolve any issues quickly SUPPORT - - We will provide a dedicated Customer Service Satisfaction (CSS) specialist for each participating member (plus each CSS backs others' territories to ensure seamless service) - We will respond quickly on quotes (same-day response in most cases) - We will provide an order confirmation (within 24-48 hours) - We will call you with shipping & delivery information and provide early notification should there be any issues with your order Each Member will be assigned a dedicated Customer Satisfaction Specialist (CSS). All CSSs are cross-trained on this contract and they will be available for back-up and high-volume situations. The CSS team is managed by Toter's Customer Service Supervisor, on-site with CSSs at Toter headquarters and available to help in any situation. CSSs handle customer needs prior to, during, and after orders are placed with our company. Routine services include assisting with customer choices, quoting, entering orders, obtaining customer approvals on custom markings and features, constant order tracking with production and traffic departments, handling intricate detail on large and small orders/projects and situations such as drop shipments and timing of shipments, and problem solving when order issues arise and when technical feedback is obtained. The Warranty period begins at the date of original purchase. Toter's Warranty Manager processes Warranty Claims and issues to provide accurate and expedited service to all customers. In the field are Toter's Regional Sales Managers who are industry experts ready to assist with municipal contract issues, unique product applications, and all other field service issues. They may also be responsible for reporting contract updates, as well as forecasting large projects, coordinating non-core program items, and general contract facilitation. Other RSMs will be available for back-up in emergency situations. Toter's executive level will ensure that long term strategic partner issues such as ongoing cost reductions and new product innovations are pursued aggressively.	*
27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Toter has enjoyed the benefits of offering the Sourcwell contract to our customers over the last 7 years and are excited about the opportunity to continue our relationship with Sourcwell and growing sales off this contract over the next 5 years. All resources are in place for a seamless transition and our sales team is very familiar with the contract and ready to promote a new contract to existing and new agencies across the US. If awarded, we would notify existing customers immediately so they can seamlessly transition from purchasing off our current contract to our new contract.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Toter has been fortunate to have our current Sourcwell contract adopted by RMA and has worked with them and other Canadian agencies on several opportunities. We hope to continue that momentum with a new Sourcwell contract and work to expand our sales across Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Toter serves all these areas, with all of our products. We find that the difference in our service involves Ocean Freight, different sized sea containers (different container quantities than over-the-road semi truck loads), and varying schedules for shipments. The shipments may vary due to restricted passage to these outlying states/territories whose path of shipment may involve extreme seasonal and other weather-related issues. We find that these customers are more than aware of these issues surrounding their shipments, and they are most accepting of these differences for shipments.	*
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Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Within selected media channels, Toter may announce its continuing partnership with Sourcewell via a press release or other content delivery form. This will be directed at those market categories with whom this message and value will resonate. Toter may advertise via digital and print platforms, including social media outlets, with paid and organic creative. The target audience will include Government buyers in such segments as Public Works and Municipalities, and in such publications as American City and County and/or Government Product News. Our association and partnership with Sourcewell will be prominently displayed at appropriate trade show events. Wastequip participates in a variety of major/national trade shows, as well as having a presence in numerous regional shows and events. We will promote the partnership by incorporating the Sourcewell logo on various show assets (such as banner stands) and literature as appropriate. The Toter Bids and Contracts Department will continue to be a primary conveyor of our partnership with Sourcewell, and include the appropriate logo and data in quoting and outreach as deemed necessary. This will extend the reach of Sourcewell into markets that they currently may not serve and bring awareness to those markets. Wastequip has numerous web properties that promote our value to the markets we serve, and we will include Sourcewell information and possibly a link back to Sourcewell (depending on link feasibility) on our web properties.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	FACEBOOK: Toter utilizes both paid and organic posts to promote partnerships, product releases, service offerings, and our dedication to creating and maintaining a sustainable environment. We are able to hone our message and be exacting in who we reach, and our Facebook property allows for interaction with both customers (such as municipalities) and the general consumer. We are able to capture these visits to our page and understand if our messaging is resonating, and then adjust accordingly (if necessary). LINKEDIN: This platform allows Toter to reach specific job titles and companies that have an interest in our product, and also allows us to open the door to new market opportunities and reaching new segments for penetration. WASTEQUIP WEBSITE PROPERTIES: Within our websites, we provide the value we offer to the market and answer the question of "Why choose Wastequip?" Our sites are segment focused, with a sub focus on product. We are able to capture data on visitors and gain a better understanding of what the market desires and what is important to them when selecting a supplier of products and services. BANNER ADS: Toter tracks site visitors and conversions from keywords and banner ads as seen in publications of interest. Email inquiries are tracked through the sales cycle in Salesforce by lead source. Toter uses Google Analytics, Pardot tracking, Salesforce reporting, and pay per click data to enhance the effectiveness of our marketing campaigns. WASTEQUIP YOUTUBE CHANNEL: Allows interested users (customers, consumers) to actually view a variety of Toter products in use. This helps enhance reputation in the market, and broadens our message as being a provider of sustainable, durable, and effective products. TWITTER: Toter uses Twitter to share more news oriented content or retweet relevant waste industry news content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	By sharing the above listed responsibilities, Toter's aim is to strengthen the relationship between our Regional Sales Managers with Sourcewell's professional staff. We also look forward to more proactive marketing of this contract through our Wastequip Marketing team using electronic media, email blitzes, product shows and promotional meetings. We feel we have the base information and knowledge to provide solutions to our customers through Sourcewell, and we expect the contract change to be seamless, where we can build on our existing efforts for meaningful and impactful efforts to raise awareness of the contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the special requirements and customizations of Toter products, Toter does not have an e-procurement ordering platform. We accept purchase orders via Toter dedicated email address, toterpo@wastequip.com, via mail and facsimile. We have worked with customers to utilize Ariba to generate purchase orders from draft carts that Toter has entered into Ariba Supplier Solutions. We also provide invoices via Ariba. Toter can enter order updates (delivery information) in a few customers' e-procurement systems, as well as invoices into municipal systems. Therefore, we have the ability to work with our customers to accomplish what is needed when practicable.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Toter offers plant tours for our customers upon request, and our staff is on hand for trouble-shooting issues with containers or services. In the field, we offer assembly instructions at the end of each project for containers being serviced. This instruction usually takes 30 minutes or less due to the excellent design of the products provided, at no charge to the customer. Toter offers Wastequip's technology solutions. Customers who subscribe for a technology offering will receive a standardized user online training. This user training will be performed by Wastequip's product specialists for technology solutions and addresses the major functionalities of the software and hardware solutions, which are intended to be utilized by the customer. Additional training programs are available with pricing on request. Pricing depends on scope and length of the requested training(s). After the training, standardized user guidelines will be available at no charge. For Toter's Professional Members: Toter Pro national and local sales representatives can provide training and selling support when needed. Plant tours are available for customers upon request, and our staff is on hand for trouble-shooting issues with containers or services.	*
37	Describe any technological advances that your proposed products or services offer.	All technology solutions are based on modern technical and technological infrastructures to ensure a sustainable and future oriented solution landscape. These infrastructures are also laid out to be highly available and data security has been implemented in depth. Compared to other solutions and offerings in the industry, there are no system or server requirements on the member side, as long as a modern browser is used to access the software solutions. All technology solutions are developed to be as user friendly as possible and the implementation process is streamlined to the maximum. We offer these technology solutions to increase revenue and gain market share, reduce costs, provide greater stewardship of staff time/efforts resources, and improve customer experiences overall. Organics collection stresses carts because the density of food waste (6.25 pounds/gallon) is much higher than that of municipal solid waste (garbage) and recyclables (max of 3.5 pounds/gallon). Sourcewell member agencies needing to collect residential and commercial food waste should not face the decision of deploying small, two wheel carts that do not have sufficient load rating for the application. In order to provide member agencies with safe food waste carts, Toter offers a unique line of 21, 32 and 48 gallon automated Organics carts that are load rated and independently certified to regularly receive and dump food waste at a density of 6.25 pounds/gallon. In addition, we offer the 2 Gallon bin for collection of food waste in the resident's kitchen and a 13 gallon manual bin for curbside collection. Toter also offers 2 and 3 Cubic Yard FELs with higher load ratings to handle heavy food waste. Only Toter offers a fully automated lid latch, DuraLatch, that latches automatically when the lid is dropped, opens with one finger, and opens automatically when the cart is dumped by the truck. DuraLatch meets the long requested industry demand for the return to a latching cart but without interfering with fully automated collection.	*

38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Our parent company, Wastequip, is focused on building a bright future for our employees, our communities, and our environment. And our CORE program — reflecting our COrporate REsponsibility commitment to sustainability, diversity and philanthropy — exhibits our dedication to: • Helping define the future of the waste industry with progressive thinking and leadership • Developing products with consideration for the environmental impact to future generations • Employing a diverse workforce, providing development opportunities and valuing diverse perspectives • Continuing to demonstrate social consciousness so our team members and customers are proud to work for or do business with Wastequip and Toter. As part of the CORE program, Toter is committed to creating more sustainable products, processes and facilities, without sacrificing legendary Toter quality. Future generations are counting on us to create better products, and to do so more responsibly. In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that Municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content: • Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. • Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts. • Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. We also look for efficiencies in sourcing our materials and have switched primarily to receiving resin via rail car, optimizing fuel-efficiency and reducing the number of trucks on the road. More information is available at Toter.com/about-us/sustainability.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. This survey confirmed that municipalities and waste haulers consider Toter carts to be the most sustainable on the market today, and the LCA study reaffirmed the importance of durability and recycled content: • Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. • Further, Toter’s ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts. • Currently, Toter carts can use up to 50% recycled content — and we are striving to reduce the virgin resin we manufacture with, while ensuring a durable cart that meets strict quality standards for sun exposure, weight limits, extreme temperature changes, and impacts from servicing. More information is available at Toter.com/about-us/sustainability.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Toter and Wastequip are not certified as any type of disadvantaged business. We do foster diversity and our previously stated values set a common standard for all employees with equal opportunity for employment, training, performance evaluations and performance rewards and advancements. Toter is adept at meeting customer needs by attributing to goals that may be set by our customers for subcontracting with certified Women or Minority Business Entities (WMBE), Small Business Entities (SBE) or veteran owned business entities (VBE). For example, Toter has served the City of Memphis, TN in recent years to provide carts and cart assembly and distribution services, under Wastequip's Sourcewell Contracts. When a municipality has such goals to be met for projects and orders, we are committed to utilizing disadvantaged businesses whenever possible through Good Faith Efforts. We set out to break down a given scope of work into tasks/service segments and then identify possible use of disadvantaged businesses (usually certified by the municipality or required area or entities) as subcontractors on a case by case basis. Toter has made a concerted attempt to meet customer requested/required levels of participation. We believe it is our responsibility as a well-established company, to help to grow and strengthen smaller, disadvantaged businesses. An example of our commitment to furthering the health and well-being of disadvantaged businesses is when our logistics team routinely uses certified (and uncertified) disadvantaged/small trucking companies which meet Toter logistics standards, to transport goods all over the US and Canada. In another example, Toter also uses a certified Women Owned Business to obtain office supplies for routine business operations.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Toter maintains our focus on solutions within the waste industry, and we do not manufacture for any other industry. We also have long-term experience with Sourcewell under Wastequip's Sourcewell Contracts. We have already established routine Sourcewell customers. We have mastered the ability to win deals with Sourcewell offerings, and we have proven the ability to have successful sales off a Sourcewell contract. Our Internal and field sales, customer service, and all departments of Toter (as well as all divisions of Wastequip) are well familiar with, devoted to, and appreciative of Sourcewell Contracts. We are ready to further the action of satisfying all-consuming bid/proposal processes of individual customers to allow both the customer and Toter to focus on solutions for each customer, simultaneously conserving time, energy and resources through Sourcewell's already-proposed and awarded full RFP process. We believe we have experienced fewer bids through recent years as a result of our efforts at utilizing Sourcewell to help customers to obtain the product and service that they deserve through a piggyback. And with the proper tools, knowledge base, commitment and drive already in place to build upon, we look forward to our customers getting more of what they want through Sourcewell and Toter, as a "Win-Win" for all concerned. Toter introduced the automated curbside cart system in North America during the late 1960's, and Toter is the largest rotational molder in North America (as rated by Plastics News). Toter is the leading supplier of wheeled, rollout carts (21-96 gallons) used for curbside automated waste, recycling, organics/yard waste by cities and government entities, as well as private waste haulers. We offer Organics Carts with a higher load rating (6.25 lbs per gallon versus the required ANSI Standard load ratings for carts at 3.5 lbs per gallon). And our Bear Tough Carts have a double-walled lid and steel-reinforced rim to withstand repeated clawing and chewing, tested to withstand the wiles and vast strength of bears. We tell the toughest bears to grin and bear it! Toter is the "go to" for private haulers and recyclers to build cart fleets for collection services. We work with Recology, Casella, EDCO, Waste Pro, Santek, CR&R and hauling/recycling companies varying in size; with resources readily in place for production, assembly, distribution to residents, cart maintenance and retired carts recycling services. We specialize in on-time detailed projects to set out carts to residential and commercial properties to meet municipal collection start/set dates and deadlines. Our containers for industrial, commercial and institutional customers complete the circle of solutions in the marketplace. Toter also supplies containers in the Retail Market to Lowes Home Improvement Centers, The Home Depot, True Value, Ace Hardware, Do-It-Best Hardware, Wal-Mart, Amazon, Wayfair, Meijer Stores, and other retailers. Retail customers and individual buyers both find our retail products to out-last and out-task other products offered in stores. ADVANCED ROTATIONAL MOLDING™ – In 1994, Toter introduced its patented Advanced Rotational Molding™ process which has revolutionized both the rotational molding and waste industry. With this new state-of-the-art manufacturing process, Toter molds intricate designs heretofore impossible for conventional rotomolders. Toter's "zero stress" molding technology offer important higher strength to weight ratios and durability advantages over "high stress" processes such as injection molding. Toter carts are different from others in the industry. During our molding process, molds are filled with a pre-measured amount of plastic micro-pellets, then moved into an oven to melt the plastic material while the machine rotates. This rotation in heat causes the plastic to coat the inside of the mold. This method does not require high-pressure hydraulic equipment to fill the mold, so no stress is introduced during the molding cycle (unlike stress created by injection molding). The mold is transferred to a cooling chamber to cure, where a microprocessor controls the cooling cycle to optimize impact strength and performance of the final product. After slowly cooling with air and water, the cart is removed from the mold to be trimmed, imprinted and assembled. Important products such as kayaks and bridge barriers are rotationally molded because both products must withstand impact, just like carts must bounce back when

served by an automated arm, and especially in cold temperatures. Customers in extreme environments have proved that advantage. Many of our customers have tried injection molded carts and switched (or switched back) to our rotationally molded product due to the lowest lifecycle cost of our carts. Our molding process and material afford a 15-20+ year cart life expectancy, which in turn allows Toter to back our carts with a 12 year cart body warranty and 10 years on all other components.

UNIQUE 12-YEAR CART BODY WARRANTY AND LOWEST COST OF OWNERSHIP – Our roll cart warranty EXCEEDS INDUSTRY WARRANTY TERMS with cart bodies covered by a unique and unprecedented 12 year non-prorated warranty (all other cart components have a 10 year non-prorated warranty) since early 2016. Because we Rotationally Mold our carts rather than injection molding them as others do, we have a proven life expectancy of 15 to 20+ years. Our 12 year body warranty avoids the premature replacement of the body, which is the part of the cart that the cart lifting device engages. This warranty is “putting our money where our mouth is.” We believe our customers will see a reduction in replacement cost of about \$7 to \$9 per cart over the first 12 years of service. As a result, all our roll cart customers obtain a currently unmatched warranty in the roll cart industry!

In addition to the above roll cart warranty, our Front Load Containers carry a 3 year container warranty (90 days for casters and non-plastic components). Toter's warranty claim process for all products is available upon request.

Toter carts offer the City the lowest total cost of ownership. Toter carts are more durable and last significantly longer than competitors' carts. The City already has an inventory of parts and is familiar with the cart repairs and high performance. All of these advantages point to a product that will be environmentally friendly and highly sustainable in maintenance and lasting service.

INNOVATION - NOT JUST A PLASTIC CONTAINER – We continue to be the first and only manufacturer to design roll carts that are truly nestable/stackable when fully assembled and “Ready to Roll”. Our customers realize savings in storage/inventory costs and experience savings in reduced number of replacement trips. Unlike injection molded carts that nest no more than 2 carts high because of protruding wheels, Toter carts can be stacked up to 6-8 carts high as they require fewer square feet. Toter carts can be delivered 3x more quickly than other brands by eliminating trips with more carts per load. Cities and haulers save between \$2-3 per cart in fuel, truck usage and labor expenses due to Toter's nestability feature. Injection molders often claim this feature, but offer wheels that pivot/slide, or even still need wheels attached.

Toter is the first container manufacturer to have introduced a new color option for the industry – Granite color bodies. This upscale look allows municipalities and haulers to provide a low cost, premium finish to highlight new automated container programs.

Our 48 gallon size is often chosen for garbage, recycling or organics. A 64 gallon cart is 2/3 the volume of a 96 gallon cart, and many small quantity waste generators are stuck with 64 gallon carts that are still too big to meet their needs. The 48 gallon “half cart” matches the lower waste/recycling output of these customers. Lower handles (4.25” to 5” lower than our 64 gallon cart) makes tilting significantly easier for all users, including small and elderly residents, increasing user safety and reducing requests for exemption from rolling out carts to the curb.

Our roll carts feature a patented “Rugged Rim®” – with an upper rim engineered as a closed tubular design, similar to square steel tubing, for maximum strength during collection. The rim serves as a ledge on which the lid rests to create a tight seal between body and lid, and it strengthens the upper lift point and all sides of the cart body. The lid and rim together create a tight seal to keep odors in, not attracting vermin.

Toter carts and containers are an environmentally sustainable investment. Although our carts are the “World's Toughest Carts™”, and our carts last for 15-20+ years in active service life, Toter carts are 100% recyclable, supporting the recycling of retired carts for municipalities and sustainably closing the loop between new carts and retired carts with the recycling of retired carts, then molding back into new carts. As a leader in the environmental industry, we constantly strive to do our part in being both a good corporate citizen and a leader in new technology to improve our world. Fewer cart failures means fewer carts replaced to maintain a perpetual cart system, reduced vehicle traffic for service, and fewer pounds of raw materials (plastic and steel) consumed. We are also proud to offer more carts from the factory per truckload than most competitors (often with a higher level of assembly from the factory). This will reduce the amount of deliveries needed to fulfill your orders. In short, a more sustainable program results, yielding a reduced impact on our environment.

In addition to our proven long service life and very low repair rate, key parts on Toter carts are interchangeable among our various cart sizes: sunburst wheels, stop bars, and lid hardware. This simplifies maintenance and reduces parts inventory/costs. We recognize the City's commitment to providing carts, parts, and services that will support the best cart for its citizens.

Toter provides total cart fleet maintenance services, and Toter is currently servicing the City of Fort Worth, TX with a maintenance program for its entire cart fleet. Maintenance service options available include, but are not limited to: repairs, cart washing, swapping one cart size for another, management of cart inventory, and recycling of unusable carts or components, with response time from 2 to 5 business days.

Besides roll carts, Toter has a complete line of 1, 2, 3 and 4 cubic yard plastic front load containers. Each container features: steel rod reinforcement, ribbed bottom wear chimes, double-walled lift pockets, integrated bumpers, and more. These features afford

customers with enhanced durability, maximum pocket strength, protection for longer life, and maximum space for custom signage. Our stackable design provides better truckload/shipment and storage efficiency and are even stackable/nestable when the container is fully assembled and ready for use!

PROFESSIONAL PRODUCTS - Toter manufactures an entire line of Professional Products – commercial, industrial and specialized superior containers. Product offerings include Two-Wheeled and Caster Carts, Organics, Medical Waste and Secure Document Management Carts with standard single-wall or rotationally molded double-wall lids for sealing off medical waste and organics (wet) materials, and for securing confidential documents. These containers may be towable for additional efficiency and safety in moving waste. Toter offers Atlas commercial-grade, large-capacity, Rugged Rim® cans with a detachable lid and are fitted for dollies to roll and move materials smoothly. Slimline Containers and Litter Containers provide effective, sustainable waste collection for industrial, commercial and institutional inside and outside applications – and are available in a wide range of styles for varied environments. Cube Trucks, Tilt Trucks, and Mobile Trucks are perfect for moving large, heavy materials and waste to its final destination for use or disposal. Many containers in this line are also towable for efficient and safe movement to final disposal areas. You will find these various products in hospitals, colleges/universities, research facilities, manufacturing industries, store environments, offices, public streets, malls, sports arenas, convention centers, gas stations and convenience stores, and practically anywhere you may venture!

Our Professional Products also include a comprehensive collection of commercial/industrial mobile and stationary lift units, to also include truck mounted lifters which are popular among haulers for municipal roll-cart collection. All are designed for safety (meeting all applicable ANSI Standards for safety and dimensions), and the lifters simply make work safer and easier.

In short, our containers and accessories are always extremely flexible and impact-resistant, and easily handle the day-to-day abuse of waste collection. We promise that every cart, every can, and every product will be built for extreme toughness, extreme wear, and extreme purpose. They stand up to just about anything that's tossed in them – or at them! Choosing Toter means you will secure a partner you can depend on, now and in the future.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Yes, certain product warranties cover products and parts, but not labor for container repairs provided by Toter.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see attached Toter warranties for full details and terms. Our warranties do not apply to any container which has been subjected to misuse, misapplication, negligence, alternation or accident.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Standard container warranties in the cart/container industry do not include repairs of containers, but only provide the parts for customers to make repairs. Toter does, however, offer a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toter only replaces the warranted item or component/part as a part for part replacement (replace failed wheel with a wheel, failed lid with a lid, failed body with a body, etc.). Replacing product parts are simple and easy actions, with most requiring only 3 minutes or less for repairs, thus not requiring warranty repair services. For large fleets of roll carts owned by municipalities. Toter offers a Full Service Cart Maintenance Program that is included in our products and service offerings section of this proposal.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Original equipment manufacturers warranty will apply and any service needed will be coordinated with Toter through our standard warranty procedure.	*
47	What are your proposed exchange and return programs and policies?	Toter backs all products with its return and restocking policy. A Return Authorization Number must be obtained from Toter Customer Service (Phone – 800-424-0422 or 704-872-8171, and Fax – 704-930-1124) within five (5) days of receipt of goods and before merchandise may be returned for credit. Returns must be completed within sixty (60) days of invoice date. All transportation charges for returned merchandise must be PREPAID by the shipper. Returned saleable merchandise accepted by Toter for credit is subject to a 15% restocking charge. If any portion of the goods delivered to the Buyer are defective or are otherwise not in accordance with contract specifications, Toter shall have the right in its discretion either to replace such defective goods or to refund the portion of the purchase price applicable thereto. No goods shall be returned to Toter without Toter's written consent. Carts with custom markings cannot be returned. In no event shall Toter be liable for the cost of processing, lost profits, injury to goodwill or any other special incidental or consequential damages.	*
48	Describe any service contract options for the items included in your proposal.	For large fleets of roll carts owned by municipalities, Toter offers a Full Service Cart Maintenance Program that is included in our pricing section of this RFP. The Maintenance Program may provide repairs for just Toter carts, or may also include maintenance of other brands of carts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Toter, LLC standard payment terms are Net 30 Days if credit has been established.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	As a benefit of being a Wastequip division, Toter provides a bridge to solutions for educational or governmental entities to find leasing and financing options through Wastequip Finance, with our finance partner, NCL Government Capital (NCL), the only leasing and financing company in the nation with a leasing and financing contract on Sourcewell (Contract #011620-NCL). We are pleased to offer NCL's over 20 years of specializing in providing competitive equipment financing programs for entities across the nation, providing Sourcewell members access to financing that multiplies their purchasing power potentially six-fold. We understand that funds aren't always available for new and adequate equipment, and the Tax Exempt Municipal financing offered by Wastequip Finance/NCL through Toter allows agencies to get that equipment now through manageable installment payments that come from their operating budget. We believe that Sourcewell, Toter/Wastequip Finance, and NCL have a common goal to provide solutions to Sourcewell members that will substantially alter the future for all in the most positive ways. Please also refer to a NCL flyer at the end of our file uploaded under "Pricing".	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Our general outline for order processing is: 1. Toter prepares proposal documents based on product selection by Sourcewell Member 2. Sourcewell Awarded Contract logo quote is provided to the Sourcewell member utilizing our Salesforce.com CRM system 3. Upon quote acceptance, the Sourcewell Member issues a Written Purchase Order to Toter. 4. Order is inputted electronically into the Toter MACOLA order entry system. 5. Order details are confirmed in writing by the customer with an Order Confirmation and Markings Approvals Forms. 6. Once signed order acknowledgement is received, order is released for production. 7. Toter logistics team contacts Sourcewell Member to schedule delivery 9. Order is delivered to Sourcewell Member 10. Sourcewell Member is invoiced 11. Report of Sales is generated out of the Toter Macola order system for specific reporting periods as needed. 12. Sales from Macola are reported to Sourcewell, and administrative fee is paid per the percentage to be determined by time of Sourcewell Award/Contract (per contract established schedule).	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Toter accepts P-card procurements/payments. Our preferred method of payment is wire, ACH or check.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Toter Residential does not have set list pricing, therefore we are offering a line item ceiling pricing model that is comparable to other co-operative contracts and gives us the flexibility to price competitively while allowing our dealer network to utilize the contract (and they always prefer using the Sourcewell contract above other co-operative contracts). Toter Pro Products pricing model is a discount off list price. We have provided a detailed price list for all products and services that include model numbers and descriptions. Each price guide will include options available as upgrades to the base pricing for that specific product line.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Toter Residential, please refer to responses to questions 53 and 55. Toter Pro pricing model to Sourcewell is discounted at 30% off of list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toter Residential has provided incremental volume discounts in our pricing structure. We may offer discounts off the base price for large projects when possible, giving the customer the benefit of making larger purchases and permitting Toter the opportunity to be flexible in competitive situations as required. We believe that it will be to both Toter's and the Member's advantage for this contract to allow flexibility with larger quantity discounts. As such, we do not feel it is in either of our best interests to set prices for large projects but rather offer discounted pricing based on the details of each such project. Relevant details could include the quantity of each product size needed, project timing, and services included.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We believe we have the broadest range of products and services for waste and recycling containers in the market and have included all our offerings in our proposal. As any new products are developed, we will reach out to Sourcewell and request those be added to our contract. Any "sourced" products or related services will be offered to Sourcewell Members on a Supply Quote basis. We will provide the member with a quote for all items not listed on our Sourcewell contract (the 2% fee is and/or will be included in all Toter quoted prices, except for freight charges).	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have tried to be extremely thorough in including pricing to cover all products, options and services a customer may need with the purchase of waste and recycling containers. However, due to the unique nature of our industry, there may be a few instances where the total cost of acquisition is not included in our proposal pricing. 1. Installation: Due to the customized nature of our business, each customer's project installation is unique, and therefore, quoted individually. Unique installations may include, and are not limited to requirements such as RFID tailored inventory and container management systems, interim storage of containers, additional labor for customer preferences, and more. Any of these products or services outside what we have provided in our proposal will be "Priced on Request". 2. Assembly and Delivery: Special needs for Assembly and Distribution related projects will be "Priced on Request" due to the unique needs of municipalities for each project at hand. the site, or "staging area", if provided by Toter, will be "Price on Request" also due to the unique needs of each project, in addition to wide price variables for locations. Cart Lifters for Residential Collection Vehicles can be installed with "Price on Request". Cart Lifters for Toter Pro Products will be quoted and installed with "Price on Request" due to the unique needs of each project. 3. Taxes - Local, State and Federal Sales or Use Taxes or any applicable ferry costs, customs duties, levies and taxes are not included in our proposed pricing models. If required, taxes will be added at time of quote and/or invoice. Also, Canadian GST/HST/PST taxes are not included in our proposed pricing models, and PST is not paid by Toter. If we are required to pay PST, then the Member will be required to reimburse Toter for these taxes. Any applicable taxes will be added to our quote and/or invoice. 4. Canadian members may require pricing to be provided in Canadian Dollars/Currency (CAD). While our pricing is listed in United States Dollars/Currency (USD), we are certainly able to provide the CAD equivalent pricing based on our USD Sourcewell price list and Foreign Exchange rates from Bank of Canada resources.	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Toter has strategically located in the US which allows us to best service our customers. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by the Member needs and demands. We will evaluate each order as a unique opportunity and consider the Sourcewell Member's order volume and location. Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We use a combination of contracted motor carriers and freight forwarders to deliver shipments destined for locations such as (but not limited to) Alaska, Hawaii, American Samoa, and Puerto Rico. We also have dozens of carriers already under contract that participate in delivering all modes of freight across the Canadian provinces. We have extensive import/export experience and an expansive logistics group available to assist Sourcewell Members. Toter is able to involve outside logistic companies to participate in shipping by freight hauler/common carrier, subcontracted off-loading, assembly, installation and distribution as required by Member needs and demands. We will evaluate each order as a unique opportunity and consider the Members' order volume and location. Note that Freight: Cost of shipping/delivery shall be paid by the End User. Calculations of the freight/delivery charges will be based on prevailing rates at the time of quote and included on the quote as a separate line item. This cost will not include the 2% Administrative Fee.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Toter has the ability to meet unique customer needs with Driver Assistance (truck driver moves product to the entrance/exit of 53' truck for customer to remove off the trailer), lift gates (to meet special circumstances with no dock, etc.), combined loads (multi-stop capability to drop at up to 3 locations close together). For our Pro Products and individual customer orders (".COM" customers), we provide drop ship delivery. Obtained over decades, we have experience in the field delivering the assets to their final location -- a resident's dwelling. We offer all types of delivery, to include alley, curbside, up-to-door and special location deliveries per requirements of customers. We recognize that no two projects are alike and that every customer could have specific needs. That allows us to be flexible to meet those specific needs. We do this by thoroughly vetting the customer scope of work. In simple terms, "What are you trying to accomplish and what challenges do you foresee"? We believe that Data is King? Being able to discuss the project, with the customer, and to understand the data, allows us to customize our services to provide the best experience! We do not provide "cookie cutter" services, we provide solutions. Toter offers the industry's best and most unique delivery option, Fully Factory Assembled or "Ready to Roll". Member agencies can forget about missing parts, lack of available labor to assemble carts, and other normal assembly related issues. Because Toter carts nest when fully assembled, neat and safe stacks of 6 fully assembled carts high make the work of Public Works and Solid Waste Managers easier and more predictable. For member agencies who want to pay less freight per cart, our standard shipment of carts "2/3rd's Assembled" means that the only assembly is attaching the wheels after carts are delivered to member locations. Then the cost savings of Nestability kicks in as up to three (3) times as many fully assembled Toter carts will fit on a city delivery truck as compared to any other brand (none are fully Nestable).	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Except as otherwise contractually obligated.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Toter discusses needs with the Sourcewell Member to identify solutions and generate a quote that includes the Sourcewell logo and Contract number/information of reference. Once the Member's Purchase Order is received, Toter enters the order coded as a "Sourcewell" sale into Macola, or order system. Quarterly, a report is generated from the order system and spot checked for accuracy by comparing to quotes from our Salesforce application to ensure the order was coded appropriately and included in the reporting.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toter is proposing a 2% administrative fee that is calculated and included in the contract dollar amount for products listed in our pricing section. Please note that freight costs will not be included in this fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: RESIDENTIAL PRODUCTS AND SOLUTIONS - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. PRO PRODUCTS AND SOLUTIONS - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more! For all our offerings, we specialize in consulting with our customers to create customized products and solutions, considering waste streams, volume, staffing, layout, footprint, flow, environmental requirements and storage limitations. Unlike competitors who may sell off-the-shelf products,, we specialize in consulting with our customers to create customized waste management solutions. We also offer technology solutions identified in later questions within this platform. Specific to Toter Residential Products and Solutions, we offer a wide range of services: Receiving and Unloading: Receive the loads as they arrive from Toter, per a predetermined ship schedule, then unload the stacks of carts and arrange them on the customer site by size and waste stream, if applicable. Assembly: Assemble the stacks of carts in preparation of delivery to the resident address listing, or for storage, as determined in the scope of work meetings. Assembled carts will be stacked according to size and waste stream, if applicable. Distribution: Distribution of carts to the service area residents as predetermined during scope of work meetings. Carts will generally be placed at the curbside of the appropriate address, unless special attention is called out during the scope meetings. Data Collection - Record Serial Numbers: Serial numbers of the cart delivered to a specific address will be recorded to the address listing provided

		by the customer. This will assist customers in tracking their assets in the field. Upon completion of the project, we will provide customers with a completed address listing showing the appropriate serial number of the cart delivered to each address. This will be done when a single cart per address is delivered, as well as when multiple carts and streams are delivered to a single address. When project is complete, customer will have the most up to date data on assets and where they are located. Data Collection - RFID Scanning: RFID tags will be scanned, to the address listing provided by the customer per each cart delivered and associated to that particular address. When RFID tags are scanned as a delivery method, the following data will also be collected: RFID tag number, Serial Number, time stamp, and geo coordinates. This will assist customer in tracking their assets in the field. Upon completion of the project, we will provide customer with the completed address listing showing the appropriate data set of the cart delivered to each address. This will be done when single cart per address is delivered, as well as, when multiple carts and streams are delivered to an address. When project is complete, customer will have the most up to date data on assets and where they are located. Sticker/Label Application: A customer provided sticker/label will be applied to the cart/container as described in scope of work. This can be done on new project where all new carts receive label/sticker prior to distribution. Or, labels can be applied to carts that were previously in the field. Old Cart Retrieval: Old carts may be retrieved and brought back to the customer site for either future use or disposal (recycling). This service can be provided in conjunction with new cart deliveries to ensure no disruption of waste services. Additional items can be contracted: sorting of old carts to specifications, disassembly of carts to be recycled, loading of carts to be recycled onto trailers for transport to recycler. We would manage the whole process to provide a seamless solution for retrieval and disposal of any old carts. Route Audits: Route auditing service could include: auditing service levels, auditing income, route ID verification, waste characterization, lid flips, contamination material ID, etc. We would determine your route auditing needs and provide a plan and the associated crews to complete that plan. At the end of the project, the customer would have a cleansed route and all associated data points required to adequately understand those routes and how it is affecting their business. Commercial Bin Delivery: Delivery of commercial bin (FEL's and REL's) to all associated commercial addresses. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs. Commercial Bin Exchange: Exchange of commercial bins (FEL's and REL's) for all associated commercial addresses. This service provides delivery of new bins and removal of old bins at the same time. Receiving of commercial bins and assembling commercial bins is also offered. Just as with the residential deliveries, a scope of work will be established to provide a comprehensive solution to your commercial bin needs. Cart Maintenance: Cart Maintenance Services are offered to provide a seamless solution for all of the customer cart maintenance needs. From new deliveries, cart removals, cart repairs, and more, we provide piece of mind that all resident requests will be fulfilled within the agreed upon service level agreement. We provide inventory level management to ensure that you always have assets to keep each resident with the appropriate carts for waste disposal. Assist in managing warranty claims, and keeping all carts cleaned and prepped for return to service. Managing all parts associated with the cart inventory ensures a cost savings may be repurposing where appropriate. Having a cart maintenance provider will give you piece of mind and produce a cost savings.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please see our answer to Question #64. Additionally, subcategories will address challenges with any customer by providing user-friendly containers to efficiently collect waste, plus subcategories of solutions to provide effective automated collection/transportation/disposal systems/equipment and more. We can assemble, distribute and maintain entire fleets of containers. Container users experience elimination of potential injury and improved productivity with mechanical lifters/dumpers, towing and other options, choosing from a seemingly endless provision of solutions. Our technology assists customers to manage cart fleets and container maintenance and inventory. As a service provider, we are prepared to offer any customized service needed. We realize that the waste industry encounters some interesting opportunities and we are willing to work with each customer to provide a solution to needs as they arise. No job is too Big or too Small!	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Toter, LLC is a Wastequip brand which is a manufacturer and marketer of high-quality plastic containers and related products, solely dedicated to the waste industry for residential, hauler, industrial, commercial and retail accounts. We are dedicated to the waste industry, not manufacturing for any other industry. Our products are built to last and manufactured using our Advanced Rotational Molding process, which results in "Built for Extremes" stronger, more durable products than those from injection-molded manufacturers. Our containers are categorized into two areas: Residential Products and Solutions - primarily for municipalities/government entities for waste collection. We "cart" entire cities, counties, townships, parishes, and regions with carts for refuse, recycling, organics, yard waste and other specialized needs. We offer the options and features to customize containers, and when combined with the advantages of Toter carts, our customers have successful waste programs. We also offer the options and services solutions to round out the customers' programs, with lifters to mount onto collection vehicles, special recycling lid features, and a seemingly endless list of available options, based on our long-term and current experience with customer needs. Pro Products and Solutions - primarily for industrial, commercial and institutional customers, we have designed containers and end-to-end solutions designed to safely and efficiently collect, transport and dispose of waste and recyclables. Our containers and waste handling equipment offer end-to-end solutions designed for educational, healthcare, food service, manufacturing, hospitality, convention centers, stadiums, public spaces, facility management, retail (back of house), construction, and more!
68	Lift and tipping solutions for stationary carts and dumpsters	☒ Yes ☐ No	Toter also offers lift and tipping solutions for attachment to collection vehicles and as stationary units which collect and remove waste from roll carts located at households and commercial properties and buildings.

69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	☒ Yes ☐ No	Toter offers our technology solutions for cart and container deliveries and the subsequent management of these assets. The combination of a web-based operations management software and a mobile workforce App allows planning and execution of deliveries, work orders and service requests highly efficient. Major features of the technology offering are Assembly & Distribution Management, Inventory Management as well as Solutions to execute services in the field (Work Orders, Service Requests, etc.). This solution also provides data visualization and data reporting tools. The web-based Software solutions covers all required processes for delivery of carts and containers, as well as asset management. In addition to this, Wastequip's technology solution comes with a mobile App and the required Hardware (Scanner with RFID and Barcode Reader) to perform services in the field. Service Verification data can be collection by the means of a truck-mounted RFID System, which delivers positive verification (RFID Reads), GPS Positions as well as date and time information of the service verification. These data are visualized in the web-based platform.
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Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Toter develops monthly, quarterly and annual targets to drive business to include municipal sales. This is tracked closely to make sure our sales team is proactively working to meet these goals. We will also run quarterly reports specific to sales off the contract to review and compare to prior sales history.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	Data Collection - We collect data in order to provide our goods and services, to process requests received (including warranty requests), and to provide support. We do not knowingly collect personal information from children under 13 years of age. Additional reasons for data collection may be viewed in our Privacy Policy at www.wastequip.com/privacy-policy. This data may include personally identifiable information such as name, postal address, e-mail address, and telephone number. Information collected automatically by our website or systems may include usage details, IP addresses, browser type, operating system and information collected through cookies, web beacons, and other tracking technologies. Storage - Information you provide to us is stored on our systems using, at a minimum, industry standard data security practices. Any payment transactions are processed through third party providers using SSL and other encryption technology. Data - We use information that we collect, including any personal information to provide information, products, or services that are requested from us. We provide our third-party vendors, service providers, and contractors with information in order to service our accounts or provide repair/warranty services for products purchased from us. Ownership and Rights - Wastequip customers own their own personal data. Wastequip follows all applicable local, state, and federal privacy laws including the California Consumer Privacy Act (CCPA). Customers and others may contact Wastequip at any time to confirm, correct, or delete their personal information provided to us as allowed by applicable law. The above represents a summary of key Privacy Policy terms relevant to Sourcewell's Participating Agencies. Please visit www.wasetquip.com to view our full Privacy Policies.
72	Explain your organization's approach to data protection and access.	We have implemented measures designed to secure personal information and other data from accidental loss and from unauthorized access, use, alteration, and disclosure. Only authorized Wastequip personnel have access to the data on our Wastequip servers. We follow strict procedures to ensure that all data is transmitted between systems securely (HTTPS, TLS, etc.). All Wastequip systems, including servers, firewalls, switches, etc., are updated, secured (physically and logically), and systems are continually monitored to protect against unauthorized access of sensitive data. Any decommissioned hardware is required to have all hard drive wiped in accordance with our policies. Data collected by or provided to Wastequip is shared with Wastequip contractors, service providers, and other third parties when needed or required to fulfill contractual obligations with our customers. We strive to ensure that our third-party providers provide at least the same level of data protection as we do.

73	Describe how your offering encourages increased participation in recycling and diversion programs.	The Recycling Partnership's latest report on the state of curbside recycling shows that cart collection can increase the weight of recyclables collected by almost 30% (pg 18) so purchasing any cart increases recycling participation, improves efficiency for haulers, and fosters single-stream, which is easier for consumers. Curbside recycling programs depend on resident participation, and resident participation depends on education and convenience. Purchasing a Toter cart further improves recycling participation, because Toter's rotomolded carts are more durable. With an ultra-low warranty claim rate of 0.3%, Toter customers rarely encounter issues with our carts. Additionally, Toter customers report an average service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone. Toter carts also feature a best-in-class tilt-to-roll ratio, which means residents can maneuver their Toter cart with ease. With high quality equipment, residents can focus on what to put in their carts, not replacing them or working with faulty equipment. Higher durability and fewer warranty claims mean a lower carbon footprint, but equally important, mean a lower total cost of ownership for municipalities, which can allow municipalities to invest more of their budget in education and outreach programs to improve recycling. Cart colors and graphics are the primary education points for residents. Toter carts are available in a variety of colors that can help distinguish different streams for waste and recyclables. Additionally, Toter offers a variety of options for cart graphics to educate residents about acceptable recyclables. Toter also offers cart colors and sizes for collecting organic waste, and their durability is well-suited to handle heavier food waste.
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	Wastequip's technology solutions for Assembly & Distribution as well as Asset Management and Service Verification are available through a web-based Platform and thus are compatible with the majority of modern operating systems. The recommended browsers are GOOGLE CHROME or FIREFOX. In addition to this, the mobile App is available for modern ANDROID Systems. This App is used by crews in the field to perform Work Orders, Service Requests or Deliveries. RFID Scanning requires specific hardware which is available through this contract.
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	Advanced Rotational Molding™ eliminates built-in stress, weakness and brittleness associated with injection molded products, and increases durability. Toter carts are the only rotomolded carts on the market and consistently show up as the most durable. In 2020, we commissioned a survey of more than 100 municipalities and waste haulers and a lifecycle analysis (LCA) of a Toter cart over its entire life, to better understand our carbon footprint and help us set the most impactful goals to reduce our carbon footprint. Toter consistently delivers on durability with customers reporting service life much longer than the 9 years of average service life of competitor carts owned by surveyed entities, dramatically lowering the carbon footprint by longevity alone, plus the added advantage of recycled resin inclusion listed below. Toter's ultra-low warranty claim rate (0.3%), ease of repair and recyclability help reduce the raw material consumption and resources required to produce new carts and ensure that residents are able to use our products with fewer issues. Reducing the amount of virgin resin that we use in manufacturing is one of the most important ways we can lower our environmental impacts. We believe in continuously improving our efficiency with our own scrap material and using recycled material from reliable sources, whether from end-of-life consumer waste or other plastic manufacturers. We also recognize that purchasing recycled content from consumers through curbside (or residential) recycling programs supports the businesses and markets that drive recycling programs providing both economic and environmental benefit to local communities. As we strive to replace virgin resin in our products with as much recycled content as possible while maintaining durability, we are guided by standards and definitions directed by regulations such as 40CFR Part 247 and industry partners like The Recycling Partnership and the Association of Plastic Recyclers: Post Consumer Recycle (PCR) - 40 CFR, 247.3 Definitions: Postconsumer material means a material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered materials. Recovered Materials – 40 CFR, 247.3 Definitions: Recovered materials means waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract Text.

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Toter Answer #9 - Financial Strength and Stability (4-2021).pdf - Wednesday April 14, 2021 15:18:21
- [Marketing Plan/Samples](#) - Toter Answer #32 - Marketing Samples.pdf - Wednesday April 14, 2021 15:18:37
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Toter Answers #42-#48 - Warranty and Warranty Claims.pdf - Wednesday April 14, 2021 15:18:53
- [Pricing](#) - Toter Price List for Sourcewell 041521 (with Price Adj, Leasingj) 4-15-2021.pdf - Wednesday April 14, 2021 15:19:47
- [Upload Additional Document](#) - Toter Answers #64, #65 - Toter Products.pdf - Wednesday April 14, 2021 15:20:42

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Laura Hubbard, Director of Municipal Sales, Toter, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

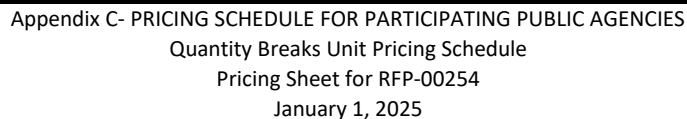
Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	☒	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	☒	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	☒	1

Rehrig Pacific Company #041521-REH

Pricing for contract #041521-REH offers Sourcewell participating agencies the following discounts:

- Rehrig's pricing is volume-tiered based on ceiling pricing that leaves the opportunity to receive more competitive pricing on larger strategic opportunities



All pricing is FOB: Destination - Rehrgill will bill Unit Price + actual freight for all orders.
Lead Time for all orders is 31-60 Days after receipt of order.
All products can be manufactured with up to 30% Recycled Polyethylene.

Recycling Bins	Part #	Part Wght	JAN 2025 Revised Unit Price 112-250		JAN 2025 Revised Unit Price 251-500	JAN 2025 Revised Unit Price 501-1000	JAN 2025 Revised Unit Price 1001+	# of Units in Truckload
14-Gallon, Curbside, Rectangular	RB-14 (RB_N)	4	\$ 9.63		9.19	\$ 8.79	\$ 8.41	6000
18-Gallon, Curbside, Rectangular	RB-18 (RB-NL)	4.4	\$ 11.25		10.73	\$ 10.24	\$ 9.79	4800
25-Gallon, Curbside, Round	Round Can-25	8.5	\$ 22.80		21.73	\$ 20.72	\$ 19.79	1456
32-Gallon, Curbside, Round	Round Can-32	9.5	\$ 24.26		23.14	\$ 22.09	\$ 21.12	1456
4 Gallon, Office	ORB-4G	1.5	\$ 6.36		6.01	\$ 5.69	\$ 5.40	14000
6-Gallon, Apartment	ARB-6G	2.2	\$ 7.24		6.87	\$ 6.53	\$ 6.21	10920
Food Waste Collection Container - 2 Gallon	FWC-2G	1.73	\$ 6.74		6.38	\$ 6.05	\$ 5.74	14000
Options								
25 & 32 Lid with Cut Outs - fits 25 & 32 Gallon can - Min Order 251	RB Lid Cut Outs	1.9	\$ 9.32		8.87	\$ 8.45	\$ 8.06	
25 & 32 Lid without Cut Outs - fits 25 & 32 Gallon can - Min Order 251	RB Lid w/out Cut Outs	1.9	\$ 8.11		7.73	\$ 7.37	\$ 7.04	
Customized Logos-One Time Set Up Fee for Custom Brand Plate. Min. order of 250 bins. Fee is for logo only; there is no fee for imprinting brand onto bins.	RB Brand Plate	n/a	\$350.00 Min. Order 250		350.00	\$ 350.00	\$ 357.00	
Residential Carts for Recycling, Waste, and Organics/Yard Waste Collection	Part #	Part Wght	JAN 2025 Unit Price 112-485		JAN 2025 Unit Price 486-10,000	JAN 2025 Unit Price 10,001-19,999	JAN 2025 Revised Unit Price 20,000 +	Number of Units in Truckload
Unit Price for 1 x purchase or annual volume withing range. Orders to be in trkl'd quantities								
35 Gallon Wheeled Carts for Recycling, MSW, Organics	ROC-35EG	17	\$ 52.10		49.52	\$ 47.12	\$ 45.48	1080
35 Gallon Wheeled Cart for Recycling, MSW, Organics	ROC-35MB	17.9	\$ 52.77		50.20	\$ 47.79	\$ 46.16	1080
65 Gallon Wheeled Cart for Recycling, MSW, Organics	ROC-65U/NB	27.5	\$ 67.51		64.44	\$ 61.58	\$ 59.63	648
95 Gallon Wheeled Cart for Recycling, MSW, Organics	ROC-95NB	34.1	\$ 77.36		73.98	\$ 70.81	\$ 68.66	486
95 Gallon Wheeled Cart for Recycling, MSW, Organics	ROC-95EG	29.5	\$ 73.91		70.53	\$ 67.36	\$ 65.21	702
18 Gallon Wheeled Carts for Organics	ROC-18	17.6	\$ 54.08		51.41	\$ 48.91	\$ 47.21	
20 Gallon Wheeled Carts for Organics	ROC-20	17.6	\$ 54.08		51.41	\$ 48.91	\$ 47.21	~700
40 Liter Wheeled Carts for Organics	ROC-40L	7.5	\$ 25.48		24.19	\$ 22.97	\$ 22.15	~1000
Bear Resistant Roll-Out Carts			Unit Price 112-314		Unit Price 315+			
95 Gallon Bear Cart - added Oct 2017	ROC-95Bear	37	\$ 425.00		365.00			315
Options								
RFID Tag with min. order of 112	ROC-RFID Tag	n/a	\$ 1.25		1.00	\$ 0.90	\$ 0.77	
Customized Logos-One Time Brand Plate Set Up Fee Min. order of 200 carts. Fee is for brand plate only; there is no fee for imprinting brand onto carts.	ROC Brand Plate	n/a	\$650.00 Min. Order 200		650.00	\$ 650.00	\$ 650.00	
Custom Colors. Add cost to cart price	Custom Colors	n/a	Not Available		+\$1.75	+\$1.25	+\$0.75	
Treaded Wheels. Add cost to cart price	Treaded Wheels	n/a	+\$2.00		+\$1.75	+\$1.50	+\$1.50	

In-Mold Labels (IML)			Less than a T/L *9 Colors or Less	More than a T/L *9 Colors or Less
35-Gallon IML (3.25" x 11")			\$3.78	\$1.94
65 or 95-Gallon IML (8" x 12")			\$3.98	\$1.99
32-Gallon/100 Liter IML			\$3.82	\$1.94
Specialty Non-Standard In-Mold Labels				
5.897" x 15.4"			\$4.66	\$2.33
9.5" x 14.5"			\$6.23	\$3.11
Container Buy Back Credit	Rehrig will buyback scrap containers less freight costs at the established per pound rates below. Credits to be issued to customer returning containers. Truckload volume preferred to maximize payout.			
HDPE (Rehrig, Otto, Cascade and Schaefer) <i>No credits will be issued for warrantied containers</i>	RG001H	n/a	Credit \$0.05-\$0.08 per pound less freight	
LDPE (Toter)	RG001L	n/a	No Offer	
Other Scrap (miscellaneous returns)	RG001O	n/a	No Offer	
Service Offerings	Part #	Part Wght	JAN 2025 Unit Price	
Assembly and Distribution to residents. Min. order of 3000 deliveries. Pricing is for a franchise delivery to every house within a community. Customer must provide staging yard, electronic address list and delivery maps.	246641	n/a	\$8.00 per cart	
Assembly and Distribution to residents. Min. order of 3000 deliveries. Pricing is for a subscription delivery. Customer must provide staging yard, electronic address list and delivery maps.	246641	n/a	\$10.00 per cart	
			JUL 2022 Price Range for all quantities. Min. Order may apply.	
Route Audit. Min. homes needed 5000. Price is a range due to multiple parameters and will be determined once a questionnaire for a scope of services is completed.	246633	n/a	\$3.00 per home	
Work Orders. When Rehrig resources are in the area or a minimum of 3 days of work required.	246633	n/a	\$2000 per crew per day	
Work Orders after performing Assembly and Distribution. customer must provide electronic work order list and all parts/components for completion of work orders	246633	n/a	\$2000 per crew per day	
Container Reclamation. Franchise container reclamation and customer provides staging area, electronic address list, and route maps. Price will be determined once a questionnaire is complete	292656	n/a	\$9.00 per cart per attempt	
Residential UHF RFID Retrofit. Min. 5000 residential containers. Pricing does not include RFID tag. Service is also available for commercial containers and final price will be provided upon completion of a questionnaire.	246633	n/a	\$7.25 per cart per attempt	
Commercial UHF RFID Retrofit. Pricing does not include RFID tag and final price will be provided upon completion of a questionnaire.	246633	n/a	\$30.00 per container/attempt	
Container Maintenance Estimated Rate. Pricing provided for two employee, two trucks, working out of the customer facility for no additional cost. Final price will be determined upon completion of questionnaire, site visit, and customer Service Level Agreements. Minimum three year agreement.	250544	n/a	\$35,000 per month for 35 work orders per day, drive up to 125 miles per day.	
MAILER PRINTING. Mailer Design, printing, and outbound postage. Minimum 2,000. Per Postcard	404515	n/a	\$7	
MAILER POSTAGE. USPS Postage for returned mailer postcards. Per postcard submission.	404523	n/a	\$0.90	

MAILER POSTCARD PROCESSING FEE. Collection of Mailers at the PO box, enter resident selection in database. Per postcard submission	404507	n/a	\$1
WEBSITE SETUP. Website Design, custom renders, selection setup.	403441	n/a	\$4,000
WEBSITE HOSTING FEES. Cloud Database Hosting. Minimum 1 month. Per month.	404460	n/a	\$400
WEBSITE ONLINE SIGNUPS. Server data extraction of website resident responses. Per website submission	404486	n/a	\$0.60

Technology Offerings	Part ID	Part Wght	Price Unit/User	Notes
Vision SAAS—WOI Desktop User	303087		\$250	Per Desktop user per month. Minimum of 2 Users Per Month.
Vision SAAS—WOI Mobile User	303095		\$275.00	Per Mobile user per month. Customer Provided iOS/Android Smart Phone of Tablet Required
Implementation Services	246684		\$2,000/day	2 days minimum for initial implementation. Installation of hardware and additional training beyond 2 days will be quoted by the TPM for resources. Pricing is \$2,000 per TPM per day. Estimated installation of two trucks per person per day.
Vision Database Setup	287283		\$2,500.00	1 minimum for initial implementation. Vision Database Setup. Address scrubbing and import
Vision SAAS—SV Truck	302279		\$150.00	Per truck per month. Rehrig RFID Reader Hardware Required
Vision RFID Reader	246570		\$9,900.00	Includes One-Year Warranty, power cable, antenna
Observation Panel Kit	434108		\$1,500.00	Includes Observation Panel and cable
Vision SAAS—SV Desktop User	303079		\$250.00	Per Desktop user per month. Minimum of 2 Users Per Month. Big Data Analytics Feature Included
Analytics Solution Add On	509000		\$50.00	Per Desktop user per month. Only applicable to legacy customers before Big Data Analytics become standard with our desktop pricing.
Vision SAAS— ICT Desktop User	303204		\$250.00	Per Desktop user per month. Minimum of 2 Users Per Month. Big Data Analytics Feature Included
Vision SAAS— ICT Mobile User	303191		\$275.00	Per Mobile user per month. Customer Provided iOS/Android Smart Phone of Tablet Required
Vision SAAS-CR Desktop	531039		\$1,200.00	Per Desktop user per month.
Vision SAAS- CR Mobile	531047		\$275.00	Per Mobile user per month.
Collection Route Optimization	531522			Pricing Varies Per Project
Vision SAAS VV Desktop	531063		\$200.00	Per Desktop user per month. Minimum of 2 Users Per Month.
Vision SAAS- VV Truck	531071		\$200.00	Per truck per month. Rehrig RFID Reader Hardware and Camera VV Kit Required
Camera VV Kit	531021		\$2,000.00	2 bundle camera set. Rehrig RFID Reader Hardware required.
Printed Barcode Label	246431		\$5.00	Printed Barcode label.
Printed Barcode/RFID Label	246406		\$5.00	Printed Barcode/RFID Label
Commercial Container RFID Tags	246406		\$25.00	Commercial Container RFID Tags
Antenna/Annunciator	346502		\$600.00	External GSM/GPS/WiFi Antenna
50' Power Cable	302501		\$187	50' Waterproof Power Cable to 12V DC Truck
75' Power Cable	302519		\$290	75' Waterproof Power Cable to 12V DC Truck
100' Power Cable	302527		\$320	100' Waterproof Power Cable to 12V DC Truck
50' Observation Cable	246481		\$320	50' Observation cable compatible with 3 button observation panel
80' Observation Cable	246490		\$545	70' Observation cable compatible with 3 button observation panel

Mounting Bracket	303360		\$320	Adjustable mounting bracket for rear load trucks
Service Request Website	509026		n/a	Costs vary based on customer requirements.
Website Maintenance	509018		n/a	Costs vary based on customer requirements.
Communication Service	508998		n/a	Costs vary based on customer requirements (location in US or Canada, volume, etc.)
Communication Service SMS	508947		\$0.04	Price per sms (text).
Communication Phone Calls	508955		\$0.04	Price per minute (pre-recorded phone call).
Communication Email	508963		\$0.004	Price per email over allowable 100,000 emails per month.
100K Communication Email	511142		\$400.00	Price per month for 100,000 emails.
Look up	516980		\$0.04	Per look up.
Answering Machine Detection	516998		\$0.04	Per answering machine detection.
FMDPS - Device	509034		\$800	Fleet management & Driver Performance hardware device
FMDPS - Seatbelt Sensor	509051		\$100	Seatbelt sensor
FMDPS - Cell Service	508980		\$35	Fleet management & Driver Performance monthly cell service
FMDPS - Camera	509042		\$500	Camera hardware – outward & inward facing camera
FMDPS - Camera Cell Service	517190		\$35	Camera monthly cell service
Software Development	246625		\$300	Custom Development Cost
Data Handling	395284		\$150	Data Handling

Technology Bundling Offerings	Part ID	Part Wght	Price Unit/User	Notes		
VISION 3 USER TEAMS TRAINING	589935		\$1,020	up to 3 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance		
VISION 3 USER ONSITE TRAINING	589943		\$1,295	up to 3 users can be desktop or mobile with onsite training and yearly maintenance		
VISION 5 USER TEAMS TRAINING	589951		\$1,520	up to 5 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance		
VISION 5 USER ONSITE TRAINING	589960		\$1,795	up to 5 users can be desktop or mobile with onsite training and yearly maintenance		
VISION 10 USER TEAMS TRAINING	589978		\$2,770	up to 10 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance		
VISION 10 USER ONSITE TRAINING	589986		\$3,045	up to 10 users can be desktop or mobile with onsite training and yearly maintenance		
VISION 15 USER TEAMS TRAINING	589994		\$4,020	up to 15 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance		
VISION 15 USER ONSITE TRAINING	590004		\$4,295	up to 15 users can be desktop or mobile with onsite training and yearly maintenance		
VISION 20 USER TEAMS TRAINING	590012		\$5,270	up to 20 users can be desktop or mobile with a 3 hours virtual training and yearly maintenance		
VISION 20 USER ONSITE TRAINING	590021		\$5,545	up to 20 users can be desktop or mobile with onsite training and yearly maintenance		
VISION TRUCK SERVICE	590101		\$250	Truck service for RFID reader and/ or cameras		
VISION RFID READER	590266		\$10,650	Vision RFID Reader (Reader Kit includes accessories and installation)		
VISION RFID READER OBS	590274		\$11,400	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, and installation)		
VISION RFID READER OBS 1CAM	590282		\$13,650	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, 1 Camera and installation)		
VISION RFID READER OBS 2CAM	590291		\$14,150	Vision RFID Reader (Reader Kit includes accessories, OBS Panel, 2 Camera sets and installation)		
VISION RFID READER RL	590303		\$10,970	Vision RFID Reader (Reader Kit includes accessories, brakets and installation)		
VISION RFID READER RL OBS	590311		\$12,470	Vision RFID Reader (Reader Kit includes accessories, brakets, OBS panels, and installation)		
VISION RFID READER RL OBS 1CAM	590320		\$13,970	Vision RFID Reader (Reader Kit includes accessories, brakets, OBS panels,1 camera, and installation)		
VISION RFID READER RL OBS 2CAM	590338		\$14,470	Vision RFID Reader (Reader Kit includes accessories, brakets, OBS panels,2 camera, and installation)		
Plastic Litter Containers (PLC's)	Part #	Part Wght	JAN 2025 Price of 1-100 PLC's	JAN 2025 Price of 101-250 PLC's	JAN 2025 Price of 251-500 PLC's	JAN 2025 Price of 501+ PLC's
Public Litter Container-60 Gallon	PLC-60	60	\$ 406.00	\$ 406.00	\$ 406.00	\$ 406.00
Public Litter Container-75 Gallon	PLC-75	74	\$ 438.00	\$ 438.00	\$ 438.00	\$ 438.00
Mold on Graphics. Min order of 240 for either size PLC	PLC-MOG	n/a	n/a	n/a	\$25.00 per label	\$25.00 per label
Commercial Containers, Plastic	Part #	Part Wght	JAN 2025 Price for 1-20	JAN 2025 Price for 21-50	JAN 2025 Price for 51+	# of Units in Truckload
Pricing includes (2) lids, (4) Casters, Caster Plate Kit						
2 Yard Front Load	CC-2YFL	184.4	\$ 892.00	\$ 878.00	\$ 878.00	42
3 Yard Front Load	CC-3YFL	199.4	\$ 905.00	\$ 887.00	\$ 887.00	36
4 Yard Front Load	CC-4YFL	254.8	\$ 1,034.00	\$ 1,020.00	\$ 1,020.00	20
2 Yard Rear Load						
3 Yard Rear Load						

**Solicitation Number: RFP #041521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rehrig Pacific Company, 4010 E. 26th Street, Los Angeles, CA 90058 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Plastic Refuse and Recycling Containers with Related Technology Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 28, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcwell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

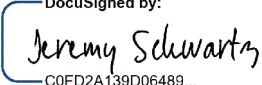
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

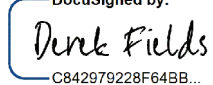
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

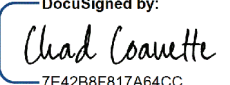
Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/26/2021 | 2:29 PM CDT

Rehrig Pacific Company

DocuSigned by:

By: C842979228F64BB...
Derek Fields
Title: Senior Vice President of Sales
Date: 6/30/2021 | 10:47 AM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 6/30/2021 | 10:50 AM CDT

RFP 041521 - Plastic Refuse and Recycling Containers with Related Technology Solutions

Vendor Details

Company Name: Rehrig Pacific Company

Does your company conduct business under any other name? If yes, please state: CA

Address: 4010 E. 26th Street
Los Angeles, CA 90058

Contact: Jack Weber

Email: jweber@rehrig.com

Phone: 949-254-5781

HST#: 95-4608797

Submission Details

Created On: Thursday February 25, 2021 10:22:57

Submitted On: Monday April 12, 2021 13:29:22

Submitted By: Jack Weber

Email: jweber@rehrig.com

Transaction #: 119a00de-0271-41a7-9a92-6cd0223da697

Submitter's IP Address: 68.5.83.197

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Rehrig Pacific Company	*
2	Proposer Address:	Rehrig Pacific Company 4010 E. 26th Street Los Angeles, CA 90058 (Headquarters)	*
3	Proposer website address:	www.Rehrig.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Raj Luhar Chief Financial Officer 4010 E. 26th Street Los Angeles, CA 90058 RLuhar@rehrig.com (323) 262-5145	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jack Weber National Account Manager- Municipal Sector 4010 E. 26th Street Los Angeles, CA 90058 jweber@Rehrig.com (949) 254-5781 (mobile)	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Rebecca Vara Director of Sales 4010 E. 26th Street Los Angeles, CA 90058 RVara@Rehrig.com (610) 909-5099 (mobile)	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Rehrig Pacific Company is an American-owned and operated manufacturer founded in 1913. A family tradition of growth, service, and innovation began over 100 years ago with the supply of wooden crates for the automotive industry and today has evolved into logistics optimization for over eleven (11) industries. Rehrig Pacific is a world-leading plastic container manufacturer, technology provider, and supply chain expert that believes in providing exceptional value and partnership for our customers. For the past thirty (30) years Rehrig has grown to become the largest roll-out cart and recycling bin manufacturer in North America with six (6) company-owned manufacturing facilities strategically located nation-wide. Rehrig also has a manufacturing facility in Queretaro, Mexico that serves our customers in Mexico, Central and South America. By having the industry's largest production capacity (roll-out cart producing machines and molds), Rehrig has the ability to not only meet short time frames but also handle order quantities of any size and type. Having multiple manufacturing plants strategically located brings our manufacturing closer to our customers which helps reduce freight costs and reduce harmful carbon emissions. Rehrig's Mission Statement: The Rehrig Pacific Family celebrates our people and empowers them to create innovative solutions that effectively and responsibly move goods, resources and ideas. Rehrig's Core Values: Family, Service, Growth, Intrapreneurship and Innovation.	*

8	What are your company's expectations in the event of an award?	Rehrig Pacific will work closely with Sourcewell and the growing number of municipalities who are utilizing the Sourcewell Cooperative agreement to mutually grow our business. With our large and far reaching sales force Rehrig is looking to drive our Core Plastic Container and Technology products to the Municipal Sector. With the industry's largest market share in roll-out carts, Rehrig would be using this contract to allow our prospective municipal customers to purchase our products more easily by avoiding the lengthy and costly bid process. Our projected growth for our Municipal business is 2% annually with much of this growth via the Municipal Sector (Sourcewell contract).	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Rehrig Pacific Company maintains a healthy financial position. Our strong financial standing has allowed Rehrig to invest back into and grow our business by being able to produce roll-out carts and recycling bins in SIX company-owned facilities. Please see uploaded financials as representative of Rehrig Pacific Company's financial strength.	*
10	What is your US market share for the solutions that you are proposing?	Rehrig Pacific has been supplying the Solid Waste & Recycling Industry with various recycling bins and residential automated collection roll-out carts since the 1980's and early 1990's respectively. Over this period Rehrig has sold over 45 million roll-out carts throughout North America having successfully partnered with some of the North America's more elite Solid Waste & Recycling operations including Los Angeles, Seattle, Milwaukee, Madison, San Diego, Phoenix and Chicago. During this same period Rehrig has also gained supplier status with several of the industry's largest regional and national private haulers including Waste Management, Republic Waste, Waste Connections, Rumpke, and GFL. Today, our combined market share ranges anywhere from 30-40%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our Canadian market share is 40% and growing.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Rehrig Pacific Company is a manufacturer who produces proprietary products and sells them directly to the end user (Municipal and Private Sectors). All of our products being proposed are sold by Rehrig Pacific's company-employed direct sales team. Employing the industry's largest sales team, Rehrig's Environmental Business Group consists of a VP-Sales, a Director of Sales, (3) Regional Sales Managers, (3) National Account Managers, and (12) Territory Sales Representatives. Our sales team also consists of seven (7) Account Specialists who provide daily customer service support of our sales team and customers. Our infrastructure does not necessitate the need for dealer or distributor network. Our sales team and our (6) manufacturing locations provide the sales and production support required to meet our existing and growing number of customers.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Rehrig Pacific Company is required to maintain proper DOT Registration & Licensing for over the road shipping and Assembly & Distribution. Our roll-out carts are industry ANSI-Standard compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Rehrig Pacific Company has never been suspended or disbarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	In the past five (5) years Rehrig Pacific has been recognized for several accomplishments in various areas of the industry. One of the recent accomplishments includes being certified two years in a row as a Great Place to Work (2019-20 & 2020-21). This certification came through surveys where employees expressed their satisfaction and positive sentiment of working for such a great company. In 2020 Rehrig Pacific was awarded the Sustainability Partnership Game Changer Award by the National Waste & Recycling Association for its effort to increase post-consumer resin (PCR) in roll-out carts by 10 percent. In 2018, Rehrig Pacific was awarded the Large Supply Chain Pioneer of the Year award for leading innovation in the Supply Chain Industry. Rehrig Pacific is a proud recipient of multiple OSHA awards for safety across a number of our US plants ensuring team member injuries continue to decrease year over year. Also, Rehrig Pacific prioritizes community service and each year partners with organizations that help give back to the community including Habitat for Humanity, Los Angeles Regional Food Bank, Kenosha's Pollinator Patch Program, and more.	*
17	What percentage of your sales are to the governmental sector in the past three years	Rehrig Pacific's sales to the Governmental Sector have ranged from 26-30% of our Environmental Group's sales. Our Government or Municipal sales vary each year depending on the number of municipalities who are seeking to automate their collection service with plastic automated containers. Things like the Covid-19 pandemic, recessions, and tight budget constraints can affect a municipality's decision to automate their collection in any given year. Strategically, Rehrig is forecasting that cities will continue to convert their collection systems to automated collection and will begin to add Technology solutions to their operations.	*
18	What percentage of your sales are to the education sector in the past three years	Less than one percent. It is important to understand that Educational institutions do not purchase our products directly. The municipalities and private waste haulers who collect their waste & recyclables are the entities who purchase our products. That being said, Rehrig Pacific will sell any Educational institution who is interested in purchasing our products and services directly.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	1) Omnia Partners with an average of \$12 Million annually. 2) Massachusetts State Contract with an average of \$300K annually.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Orange County, FL	Josue Lugo	407-836-6619	*
City of San Diego	Matthew Cleary	858-526-2302	*
City of Los Angeles, CA	Jonathan Zari	213-840-6547	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of LA	Government	California - CA	Awarded sole-supplier contract for roll-out carts and ancillary products and services	\$192+ Million	\$12 Million annually	*
City of Toronto	Government	ON - Ontario	Awarded sole-supplier contract for containers and ancillary products and services	\$40 Million	\$2+ Million Annually	*
Sarasota County	Government	Florida - FL	Purchased 130K roll-out carts for county-wide collection program	\$5.6 Million	\$5.6 Million	*
City of Edmonton	Government	AB - Alberta	Awarded sole-supplier contract for containers and ancillary services	\$28+ Million	Starting 2021	*
City of Chicago	Government	Illinois - IL	Awarded sole-supplier contract for roll-out carts over a period of three years	\$9 Million	\$2-\$3 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Rehrig Pacific Company utilizes and employs a direct sales force that is highly trained and experienced in selling our many products and ancillary service and technology offerings. Within the Environmental Business Group, our sales team consists of (12) sales representatives located strategically throughout North America. Our sales organization is comprised of (3) Regions, North, Central, and West with each region managed by a Regional Sales Manager. Our Sales Managers report directly to our VP- Environmental Business Group. In addition, each of our (3) regions are supported daily by seven (7) Account Specialists (Customer Service). Our Account Specialists are assigned specific sales representatives/territories and assist our sales representatives with managing all of our customer's needs. This organizational structure provides our customers with professional and prompt responses along with a sense of partnership between them, our sales representatives and Rehrig Pacific. Our Sales team also includes (2) National Account Managers who are responsible for managing the private sector of our business (private waste haulers) and one (1) National Account Manager who is responsible for managing the Municipal Sector. National Account Managers report directly to the Director of Sales and support each of our (12) sales representatives daily. As the National Account Manager for the Municipal Sector, I will be managing and supporting the Sourcewell agreement daily.	*
24	Dealer network or other distribution methods.	Rehrig Pacific Company and our company-employed sales team sell our proprietary products directly to the end-user. With six (6) roll-out cart producing plants strategically located throughout the country, Rehrig can provide the industry's shortest lead times and shortest freight lanes, eliminating any reason to utilize a distribution network.	*
25	Service force.	N/A. All of our customer's needs and follow up are performed by our company-employed sales team.	*

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The purpose of the Customer Service (Account Specialist) role is to be Rehrig Pacific's primary contact for our customers and are responsible for maintaining customer accounts and files and providing product and service information across all aspects of Rehrig's vertical businesses and industries. The position partners with the Sales Team, fellow Account Specialists, Production, Inventory Control, Scheduling, Shipping, Logistics and Finance teams to ensure customer accounts, order status, production receipts, and shipping are accurate in the system. Responsible for scalability of multiple accounts to small accounts and medium customers with high complexity. The Account Specialist Team reports to the Account Specialist Manager, Environmental Business Group. Our Environmental Account Specialist Team consists of seven (7) members strategically assigned to Sales Representatives. With seven (7) Account Specialists covering twelve (12) sales representatives, our better than 1:2 ratio ensures our customers are receiving prompt accurate and professional customer service. Some of the key accountabilities for our Account Specialists include: * Setting up new customer accounts * Maintaining and updating customer records and files * Take customer orders either directly from customers or Sales Representatives * Lead all post sales efforts to ensure customers' needs are met and their experience is positive * Communicate with customers regarding items such as order status, quotations, order changes and confirmations, as well as any complaints or questions * Expedite, track and review customer scheduling requirements * Initiate correction process to resolve customer complaints and service requests * Review customer warranty and submit warranty claims	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rehrig Pacific Company currently offers and sells our products to municipalities in all 50 states. Our six (6) manufacturing facilities make the prospect of servicing such a large customer base in a large country that much easier.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All of Rehrig Pacific Company's products and services offered in our proposal are available for sale in Canada. Rehrig Pacific employs a Canadian national who has been very successful in selling our containers and technology solutions to cities in Canada. Our manufacturing facilities in Kenosha, WI and Erie, PA provide nearby manufacturing to service and support the Canadian market. Toronto, Calgary, and Edmonton are just three of Rehrig's largest municipal customers.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Rehrig Pacific Company will service any qualified Sourcewell members in North America.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	As stated earlier, Rehrig Pacific typically does not sell our products to the Education Sector but would certainly sell these members if they had any reason to purchase our containers directly. Once again, we are a company with a far reaching sales force and the ability to service Sourcewell members in all regions. Our competitors are part of several cooperative purchasing contracts. Currently Rehrig has only one contract with a nationally recognized cooperative purchasing organization and only one with a state contract.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions would apply to members in Hawaii, Alaska or US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company's marketing strategy to promote the contract with Sourcewell will align with our current marketing key initiatives in sharing the complete story and full capabilities of our products, services, and people. We will implement this marketing strategy across all of the following segments: Trade Shows: Rehrig Pacific Company exhibits at several regional and national trade shows annually where our products and services are displayed, and municipalities have the opportunity to experience our products first hand. Rehrig is a major sponsor of the National Waste & Recycling Association (NWRA) which hosts Waste Expo, the Solid Waste & Recycling Industry's largest trade show. This national trade show attracts thousands of people from both the Municipal and Private sectors each year. In addition, Rehrig Pacific is also a major sponsor and member of The Solid Waste Association of North America (SWANA). SWANA is an organization of public and private sector professionals advancing Solid Waste as a resource. SWANA hosts the annual WasteCon trade show where Rehrig Pacific exhibits our full menu of products and ancillary services. Lastly, our Sales Team participates and attends numerous regional industry trade shows throughout the year representing Rehrig proudly. We plan to bring awareness to our partnership with Sourcewell via our booth design at all trade shows. Literature: Rehrig Pacific Company has invested in a vast amount of literature and marketing collateral that includes product sell sheets, brochures, white paper case studies, sustainability initiatives, product specifications, product test results, company history, contact information, and more. All of our marketing literature resources are available to the teams to support in proposals, presentations, customer meetings, new customer outreach, and more. Website: Rehrig Pacific Company has recently updated our user-friendly website where Sourcewell members can learn in-depth information about our product and services while obtaining product specifications, technology services information, case studies, brand and product videos, company sustainability efforts, office locations, contact information, and more. Using our website, we would amplify our partnership with Sourcewell and how this partnership has gotten us closer to other great partner brands and companies we continue to grow our network with. Social Media: Rehrig Pacific maintains a highly engaging presence on Social media across LinkedIn, Facebook, Twitter, and YouTube publishing unique content weekly regarding the brand, product, services, trade shows, conferences, awards, recognitions, and more. The past year has focused around amplifying our social media presence specifically on LinkedIn while also sharing our story as an integrated solutions provider. In addition, highlighting new product launches through video content, new partnerships with social banner posts, and sharing employee recognitions has also been a focus. Advertising: Rehrig Pacific Company advertises in several industry publications including Waste 360. We develop and execute digital marketing campaigns featuring new products across various platforms to reach specific target audiences. Digital platforms that we have used in past campaigns include Facebook (banner ads and video ads), Google (Google ads, display banners, video pre-rolls), and LinkedIn (video ads, sponsored ads). In addition, paid search ads were developed to run on both Facebook and Instagram. Direct mail advertisement was also developed to distribute 25,000 post cards in a local city. And to highlight new product releases, partnerships, and municipal contract acquisitions, we publish press releases to share in the media. National & Business Group Meetings: Rehrig Pacific Company enjoys having special guests at the national sales meetings especially partners and customers. As a vendor on the Sourcewell contract, we would certainly encourage a representative from Sourcewell to attend and to speak to our sales team. These types of meetings help educate our sales team on the benefits of using cooperative purchasing contracts and could also provide Sourcewell with a better understanding of what Rehrig sells and how we approach the market. We also encourage having partners and customers visit our RISE (Rehrig Innovation Showcase Experience) Center in our Dallas plant, where customers and partners have an opportunity to experience the history of the company, take a look at the products, services, and programs we offer as well as get an insight of the future of our business.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Rehrig Pacific Company is a proud partner to Salesforce and utilize communication tools such as Pardot to help effectively create marketing e-mail blasts and digital campaigns to reach the targeted audience using tactical messaging. Using their CRM we will reach new sales leads and diligently communicate through the sales funnel process. Each month Rehrig reviews its website and digital platforms' analytics reporting, to do a full analysis of the success of the past month's messages to see if any adjustments are needed in banners, copy, etc. On the Social media front, the past year has been about amplifying our story, products, services, sustainability efforts through unique content including videos, banners, and sell sheets across the LinkedIn platform. Our presence has grown in the digital space where we have grown our network, company followers, increased our monthly impressions, visitors, and best of all engagement on our posts.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We view Sourcewell's role in this partnership as more of a support role rather than a promoting role. We will certainly accept all of the support Sourcewell can offer but the promotion and the execution of this contract will be the responsibility of Rehrig's sales team. Over the past 30-years Rehrig has enjoyed tremendous success in the Municipal Sector having partnered with some of the country's more elite Solid Waste & Recycling operations. During the period Rehrig has been awarded hundreds of municipal contracts to supply cities and counties alike with our automated roll-out carts and ancillary products and services. Rehrig has garnered the respect of the industry and has established outstanding relationships in hundreds of municipalities throughout North America. Our focus as a sales organization is selling our value-added products and services to both the Private and Municipal sectors. With the addition of our Vision software technology, Rehrig sees tremendous growth opportunities within our existing customer base as well as future customers. City and County leaders are hungry for technology (Big Data) that will provide transparency and cost savings within a municipality's operation. Municipal contracts are historically more difficult to secure as many municipalities are required to award contracts through the RFP process. With the Sourcewell cooperative contract, Rehrig's sales team will be able to sell our unique proprietary technology solutions (Vision) to those members who see the value and WANT to avoid the RFP process.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	EDI is an industry-accepted form of eProcurement, and we regularly receive PO's and send invoices via EDI to a number of our larger customers. We also have customers that leverage services like Ariba and Coupa for which we can selectively publish catalog items for more advanced use cases.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our industry's automated roll-out carts do not typically require any user training. Municipal Public Works Departments and Sanitation Divisions are well educated in the use of our products. Rehrig's containers include markings on the containers that provide instruction (the Do's and Do not's) in how to operate and handle our containers. Our Sales team is trained to perform any specific product training sessions our customers request. With our Vision Technology products, Rehrig Pacific Company provides training for these products. Our technology products typically involve hardware installation where there is installation training associated with the programs start up. Rehrig also provides training on the software side as well.	*
37	Describe any technological advances that your proposed products or services offer.	Vison Software: Rehrig Pacific's proprietary Vision Software was designed internally to offer city and county's collection operations greater visibility into their operation. Our various offerings include Work Order + Inventory Management, Service Verification, Visual Verification, Industrial Container Tracking as well as several other applications designed to help cities gain efficiencies and drive out costs in their collection operations. Co-Injection Manufacturing & the Use of PCR: Rehrig Pacific Company has invested heavily into Co-Injection technology. Producing roll out carts using the co-injection process allows Rehrig to utilize recycled material while still maintaining our customer's brand (color). Please see the EnviroCore brochure in the uploaded Documents Section 2. As state and federal legislation continues to demand compliance regarding products made with recycled material, municipalities are requiring that the roll out carts they purchase be made with at least 30% post-consumer plastic (PCR). The PCR material used is typically multi-colored making it virtually impossible for competing manufacturers to produce a cart in a color other than black. With Co-injection, Rehrig Pacific can utilize multi-colored PCR material and still produce the standard color carts (green, blue, brown, yellow, grey, etc). The co-injection process allows us to introduce the PCR material into the mold and then introduce the remaining virgin material and color separately. The result is a roll out cart produced with multi-colored PCR material on the inside (core) and the municipality's choice of color on the outside (skin). (See Co-Injection attachment).	*

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Green Initiatives: For over a century Rehrig Pacific Company has provided containers to various industries, including waste and recycling containers to an array of customers throughout North America. Throughout our history, environmental awareness and sustainability have been cornerstones of our company. Sustainability is our core. In the early 1970's using new grades of recyclable resins and high-pressure molding, Rehrig Pacific began to develop environmentally friendly products. Our containers are manufactured to last, ensuring that quality and length of time used is part of our sustainable promise. We can design and build the right solutions for our customers using a variety of recycled material to meet their needs, while keeping their branding intact. Here is a snapshot of some additional Sustainable initiatives Rehrig Pacific practices. Recyclability: Today, all Rehrig Pacific's waste and recycling products are 100% recyclable. Because they are 100% recyclable Rehrig offers a Buy Back program (included in our pricing proposal) that allows our customers to return their end-of-useful life (Rehrig) containers back to Rehrig for scrap value. Rehrig uses this material in the manufacturing of new products. As a company, Rehrig Pacific uses nearly 60 million pounds of recycled plastic sourced from both post-industrial and post-consumer waste streams. Every Rehrig product made can be recycled into another Rehrig product at the end of its service. Eco-friendly products are not just good for the environment; they are good for business and an integral strategic part of how we operate. Carbon Footprint: Our six (6) manufacturing facilities are strategically located throughout the country, decreasing the distance it takes to transport our products to our customers and reducing the amount of carbon emissions released into the atmosphere. In addition, our efficient design of our carts means we can fit more product per truckload, reducing the number of required shipments for the same overall amount of product. With the industry's greatest capacity (6 locations) we estimate a carbon emissions reduction of 6.6 million pounds (an 86% reduction by comparison) when compared to other cart suppliers who have far greater freight lanes. Rehrig's manufacturing footprint, design innovation, and efficiency in serving every corner of the country means less emissions, less complexity, and a lot more value to the Municipal customer base. Zero Waste Production: Rehrig takes great pride in our effort to create a "waste free environment" in our manufacturing facilities. Our "Zero Waste" Production Processes ensure that all scrap resin, packaging, and byproduct is reused in the manufacturing process. No aspect of our roll out cart production is wasted; as we recirculate cooling water used in our molds and reclaim our hydraulic fluid. Returnable Packing Containers: At our core, Rehrig Pacific Company has been manufacturing returnable, reusable shipping containers since the early 1960's. Companies such as Walmart, Pepsi-Cola, Coca-Cola, Kroger and Anheuser-Busch have been purchasing unique proprietary containers from Rehrig to ship their products to market. These containers are designed to be returned and re-used again, often making hundreds of turns. These products have essentially replaced one-way packaging that often ends up in our country's landfills. Affiliations with TRP and APR: Today Rehrig Pacific Company has partnered with organizations like The Recycling Partnership (TRP) and the Association of Plastics Recyclers (APR). Our partnerships with these two organizations are a commitment by Rehrig Pacific Company to become leaders in the reuse of various recycled materials. This commitment is helping today's struggling recycling industry find a home for recycled material that is no longer accepted in China and is destined for our landfills and oceans. Our investment in our Co-Injection molding process allows Rehrig to purchase and reuse bulky rigid recycled material. Our commitment is to close the loop and help municipalities meet increasing state and federal recycling goals. (See Bulky Rigid Brochure) Ocean Plastics & Bulky Rigid PCR: In partnership with TRP, Rehrig Pacific Company has committed to the reuse of ocean plastics. With our commitment, Rehrig is helping to find a home for bulky rigid material and reduce the amount of plastics from entering our oceans.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A. See Zero Waste and other Green initiatives above in Item 38.	

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Rehrig Pacific can sub-contract out portions of our contracts to MBE/WBE, DVBE companies who are able to obtain certification in the municipalities we service. Because we are a direct manufacturer, we are limited to what we can sub-contract business out to. That said, when possible Rehrig Pacific Company will perform outreach and look to out-source freight to MBW/WBE/DVBE companies.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With the cart industry's largest menu of containers and ancillary products and services offered, Sourcewell members can purchase ALL their container needs, technology needs, and ancillary service needs from ONE VENDOR. As an example, municipalities can purchase roll-out carts, specialized roll out carts for Organics collection, plastic commercial containers, award winning bear-resistant carts, public litter containers, office and apartment recycling bins, and rectangular and round recycling bins ALL FROM ONE SOURCE. In addition, Sourcewell members are also able to purchase Rehrig's proprietary Vision Technology solution without having to source this technology from a 3rd party. Conversely, many competing roll-out cart manufacturers who offer technology are buying 3rd party technology or using off the shelf technology. Rehrig Pacific's Buy Back plan allows Sourcewell members to return their old containers to Rehrig to earn scrap value for their containers at the end of their useful life. Lastly, and most important to Sourcewell members, Rehrig Pacific's infrastructure of twelve (12) sales representatives, seven (7) Account Specialists, and the industry's greatest capacity gives more Sourcewell members the opportunity to take advantage of shorter lead times, shorter freight lanes, freight cost savings, and a more satisfied customer experience without having to purchase their needs from several manufacturers.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	All of Rehrig Pacific products are covered by a warranty. Our Recycling Bins have a 5-year warranty, our PLC's have a 5-year warranty, our Commercial Containers have a 3-year warranty and our Roll-Out Carts have a 10-year warranty. For our Vision Technology, our standard warranty includes a 1-year warranty on the RFID Reader and components with optional purchases for multiple years beyond the first year. Labor for removing the RFID Reader and shipping it back is NOT included. Please see the specifics of our uploaded warranty plans in the Document Section.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our warranty coverages do include language that specifically outlines proper usage of our products along with language describing where improper usage voids the warranty. Please see our attached warranty plans for our various products.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our sales representatives are responsible for addressing warranty issues with our customers for our core plastic collection containers including recycling bins, commercial containers, public litter containers and our line of automated roll-out carts. These visits are at no cost to the customer. With respect to Rehrig's warranty for our Technology hardware we have a standard warranty. If the technology hardware is broken and under warranty, it would be the responsibility of the customer to remove that unit, ship it back for repair, and re-install when it returns. Labor is not included under warranty for the technology hardware. If a customer determines they require additional onsite service, Rehrig charges \$1500 per day (minimum of 2 days).	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Rehrig Pacific Company does not utilize technicians for our warranties, nor do we perform warranty repairs. If our core plastic containers fall under the warranty period, the customer's Rehrig sales representative is responsible for starting the warranty process. Our sales representatives will, but do not always need to visit the customer's site for warranty inspection. We have protocols in place where our warranty claims can be completed without a visit. We currently handle warranty claims for customers in all 50 states and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All of Rehrig Pacific Company's products warranty plans are covered by Rehrig Pacific including our Commercial Containers and Public Litter Containers.	*
47	What are your proposed exchange and return programs and policies?	If a product is deemed to be defective our Account Specialists are immediately notified, and a ticket is submitted into our system and is assigned a case. This protocol alerts our Operations Team of the specific problem which helps eliminate similar issues moving forward. The customer is immediately issued a credit for the defective product. Our policy is then to work closely with our customer to quickly determine a production and delivery date to replace the defective product. Rehrig Pacific Company is responsible for the freight on any returned defective products.	*
48	Describe any service contract options for the items included in your proposal.	N/A	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms: Net 30 Days	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	Rehrig Pacific Company offers leasing and financing options through Rehrig Financial Services (RFS). Rehrig has been successful in helping cities with financing our various products, especially during tight budget constraints brought on by the Covid-19 pandemic. Upon request, Rehrig will also work with Sourcwell members 3rd party financing companies.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Rehrig Pacific Company implements JD Edwards (JDE) as its Enterprise Resource Planning system. As such, sales orders are submitted into JDE, and Sales Representatives work closely with their Account Specialists in submitting sales orders. Upon submission into JDE, sales order forms are input with a category code that keys the order as a Sourcwell Cooperative purchasing order. For the purposes of reporting sales, quarterly sales reports are generated from JDE by selecting and running the report using the Sourcwell category code. Subsequently, the report is reviewed by the relevant Sales Representatives, Account Specialists, and Sales Managers. Upon review and approval by the relevant parties, the sales report is sent to Sourcwell and, simultaneously, Accounts Payable for processing and payment.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Rehrig Pacific does accept P-Card but will not offer terms through this process. Payment would be due upon receipt. If the customer requests our terms of Net 30 then they would be required to send a check or wire payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Rehrig Pacific Company has submitted line item, volume-tiered pricing. Our pricing model is one that is proposing "ceiling pricing" for our products and ancillary services and technology. This price model protects Rehrig Pacific from volatile fluctuations in our raw material (resin) costs. Historically, we have found that municipal orders can vary in size and scope, with some cities needing as few as a hundred containers, to other municipalities who are potentially purchasing thousands and tens of thousands of containers. Our pricing model includes language that would allow a Sourcwell member to work with their Rehrig sales representative for large strategic opportunities. In essence, our pricing is always somewhat negotiable but never higher than the proposed pricing we have submitted in our proposal.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	N/A. There is no set discount. Rehrig's pricing is volume-tiered based ceiling pricing that leaves the opportunity for municipalities to receive more competitive pricing on larger strategic opportunities.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Pricing is volume-tiered pricing with pricing being "discounted" based on volume. Also, each tiered price is "ceiling pricing".	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A. Our pricing includes a pricing tab for spare parts, components and accessories.	*

57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our Sourcewell pricing is exclusive of freight and applicable sales tax. Freight cost can vary depending on which Rehrig location the product(s) are produced and shipped from. Spare parts components for our products are available and listed on our proposal and are exclusive of freight and applicable sales tax. For our Vision Technology products, Rehrig has submitted pricing for such items as hardware installation, training, set up, and warranty calls.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Rehrig Pacific Company makes great efforts to assure that our products are received by our customers in a safe, secure, professional, and timely manner. As we do with all our customers, Rehrig will negotiate the most competitive freight rates for the Sourcewell members. Rehrig Pacific Company works directly with 3rd party logistics companies where our annual volume and long-standing relationships provide Rehrig with very competitive freight rates. Once a customer requests a quotation for our products, Rehrig Pacific's Logistics Manager solicits freight quotes from our list of Rehrig-qualified freight carriers. Based on the quotes received, and considering their availability and price, Rehrig then determines which freight carrier will be chosen. Freight charges are always included in our quotations and will appear on the Sourcewell member's invoices.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Rehrig uses the same process for Alaska, Hawaii and offshore locations as we use in the contiguous 48 states. The freight carrier base we utilize is also the same. Our freight quotations to these locations include all applicable taxes and tariffs. Our shipments to Hawaii are loaded directly onto the shipping container in which we load. For Alaska, the process is different. Rehrig loads our product onto 53' dry vans and the goods are then delivered to the Port of Seattle and trans-loaded onto an intermodal or ocean container and then a barge for their destination. Here they are then trans-loaded into dry-van trailers for final mile delivery. The freight rate Rehrig quotes include all of these services.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of our Services product offerings, Rehrig Pacific offers the Assembly & Distribution of our roll-out carts to the Sourcewell member's residences. What is unique to Rehrig is that we perform this service internally using company-employed personnel and equipment to offload, assemble and deliver our residential roll-out carts to the individual residences city-wide. Having this service integrated into our offerings eliminates any setbacks or delays by any sub-contracted 3rd party Assembly & Distribution company. Rehrig is the only roll-out cart manufacturer who offers and manages this service in-house.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The nature of our business is to offer the Municipality the most competitive pricing at the time. Each individual opportunity is viewed based on timing, size and scope. Pricing will vary from opportunity to opportunity because of this. Rehrig Pacific' commitment will be that we offer the same pricing we would offer them under any other cooperative purchasing agreement.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Rehrig Pacific sales representatives who are working with Sourcewell members who wish to purchase off of the Sourcewell contract will provide a quotation with Sourcewell pricing documented on the quotation. These quotations are stored in Salesforce under the account (Sourcewell member city) and can be made available to Sourcewell upon request. All invoicing for subsequent orders from Sourcewell members will be coded as Sourcewell sales and will be recorded and made available quarterly for Sourcewell.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Rehrig Pacific Company will agree to pay Sourcewell a two percent (2%) administrative fee on all sales (less freight and applicable taxes) completed and signed through the Sourcewell/Rehrig contract. Administrative fee to be paid quarterly or as frequently as Sourcewell prefers.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Rehrig Pacific Company is proposing the industry's most complete menu of plastic containers routinely used within the Solid Waste & Recycling Industry today. In addition, Rehrig Pacific Company is proposing vertically integrated Technology and Service Solutions which were developed to bring visibility to Solid Waste & Recycling collection operations, helping them to gain efficiencies and drive out cost. Recycling Bins Our vast menu of products include various sizes of curbside recycling bins used in manual recycling collection programs. These products include 14 and 18-gallon curbside recycling bins, 25 and 32-gallon Round curbside recycling bins, a 4-gallon Office Paper recycling bin, a 6-gallon Apartment recycling bin and a 2-gallon Food Waste collection bin. Residential Roll-Out Carts for Recycling, Solid Waste, Yard Waste/Organics Collection Our complete line of residential collection containers used in semi-automated and fully-automated collection programs include the commonly preferred sizes of 35-gallon, 65-gallon and 95-gallon roll-out carts. In addition, Rehrig also offers a 18-gallon (65-liter), a 20-gallon (80-liter) and a 100-liter container for Organics collection. Lastly, Rehrig Pacific offers a patented IGBC certified Bear Resistant roll-out cart in 35, 65 and 95-gallon sizes. Rehrig also offers various accessories and styles of gravity locks designed for programs who experience high scavenging rates or simply want to protect the waste stream inside the container. Rehrig's roll-out carts have been the choice of some of the Solid Waste Industry's more elite collection programs including the city of Los Angeles, the city of Seattle, the city of Edmonton, the city of San Diego, and the city of Toronto. Commercial Containers & Public Litter Containers Rehrig Pacific also offers a line of plastic commercial containers used in the collection of commercial waste and recycling. Our Public Litter Containers (PLC's) are also offered and are used for the collection of waste in city parks and downtown areas. Services Rehrig Pacific Company, under our Field Service Group, offers services related to the Solid Waste Industry. These services are performed internally by Rehrig Pacific employees and include Assembly & Distribution, Container Management, Cart Reclamation/Removal, RFID Retrofitting Services, Route Auditing, Yard Cleanups, Mailers and Mobile Washing. Software Technology Rehrig's proprietary Vision software platform includes several applications to track assets in real time using RFID and GPS. Our Vision technology provides multi-level visibility that helps reduce operating costs, increase sales, and preserve capital. Applications include Work Order + Inventory, Service Verification, and Industrial Container Tracking. Material Buy Back Rehrig Pacific Company provides a buy back program where Rehrig Pacific Company will repurchase Rehrig's containers that have reached the end of their useful life. The repurchase will be at the current rate of scrap high density polyethylene (HDPE) at the time of sale multiplied by the number of pounds of material retrieved from each container minus freight.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to our core plastic container products, Rehrig Pacific offers ancillary products and services related to the Solid Waste & Recycling industry. These products can be categorized as Technology and Services Offerings and are included in our proposed pricing.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Residential-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Rehrig has proposed all of these products.
67	Commercial and institutional-sized refuse and recycling containers, collection bins, dumpsters, and carts of principally non-metallic composition	☒ Yes ☐ No	Rehrig Pacific Company does offer commercial size plastic commercial containers (dumpsters).
68	Lift and tipping solutions for stationary carts and dumpsters	☐ Yes ☒ No	
69	Technology solutions related to the management of, or planning for, collection of refuse and recycling materials from containers of the type described in RFP Section 1. a - b.	☒ Yes ☐ No	Rehrig Pacific is proposing our proprietary Vision Software Solution. Literature attached.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Sales growth within the Municipal sector, and specifically those sales made through the Sourcewell contract is how we will measure success. As previously stated, Rehrig's intentions are to use the Sourcewell agreement in every municipal opportunity we encounter. Our strategy is to continue to be our customer's expert on containers and technology so when the time comes for them to purchase our various offerings, the municipalities will be more motivated to utilize the Sourcewell contract, avoid the RFP process, and receive Rehrig's unique value-added products and ancillary services. All Sourcewell sales will be tracked by individual sales representatives and by region.
71	Describe your organization's approach to the collection, storage, usage, ownership, and rights of customer data that is gathered in the normal course of business.	Data that is required to service a customer is regularly collected by Rehrig Pacific solely for the purpose of executing the business relationship that Rehrig has with that customer. Collected data is retained only for the useful life of the data; extraneous data elements that may be collected during the course of the business relationship that are not necessary for Rehrig to provide services or products is regularly purged from our systems.
72	Explain your organization's approach to data protection and access.	Rehrig Pacific maintains a comprehensive security program in accordance with the NIST Cybersecurity Framework v1.1, which includes published policies on data classification and protection, system access, network security, etc. In support of that program, audits are regularly performed and appropriate security controls have been put in place to log data access, ensure that all access to data is allowed only for employees with a legitimate need to access said data, and otherwise ensure the confidentiality, integrity and availability of all business data.
73	Describe how your offering encourages increased participation in recycling and diversion programs.	Municipalities have been converting their collection operations from manual collection to semi and fully-automated collection since the late 1970's. Plastic roll-out carts have been the essential component to this conversion. Data shows that collection operations have seen an increase in participation and diversion after implementing an automated collection program. Containerizing a collection program is more efficient and more cost effective. Automated collection using plastic roll-out carts is also safer and reduces the number of workman's compensation claims. Our Vision Technology Solution has several applications that municipal collection operations are installing to gain efficiencies in the collection of solid waste, recycling and organics waste.
74	Identify if your offered technology solutions are available through mobile device applications and with what operating systems they are compatible.	Rehrig's Vision Technology is available through mobile device applications using Apple (ios) and Android operating systems.
75	Describe any design and manufacturing processes or materials utilized that contribute to product attributes such as longevity, ease of use, safety, or reduced life cycle costs.	Rehrig Pacific Company is an injection-molder and uses the injection-molding process to manufacture almost all of our products. Five of the six (6) leading manufacturers of roll-out carts use the injection-molding process. You will hear equally compelling rationale behind the injection-molding versus rotational molding processes. In the end, the quality of a roll-out cart is not so much about the manufacturing process but rather more centered around three crucial components; 1) product design, 2) material quality, and 3) manufacturing. For example, a roll-out cart vendor can have a well designed roll-out cart but if there is sub-par material being used, or if there isn't enough of the required UV Stabilizer being used, the cart will fail. Same thing is true for manufacturing, regardless if its a rotationally-molded cart or an injection-molded cart. If the production of the cart is jeopardized in any way, (run too quickly, not cooled long enough, the mold is not filled completely, etc.) the product will fail. That being said there are some important inherent advantages to injection molding. As an injection molder, our molds are designed to include varying geometry in the container's design. Simply, an injection cart mold can have several different wall thicknesses throughout its design. Conversely, a rotationally molded roll-out cart can only have one (or the same) wall thickness throughout the cart. Having the ability to incorporate greater or thicker wall stock in areas of the roll-out cart that sustains greater abuse from the lifting equipment is crucial to the longevity of the cart. The Rehrig cart for example, has greater wall thickness in the bottom and gripping areas by the grab-bar and by the handles where the lids are attached. The rotational molded process only allows for ONE wall thickness, meaning they cannot "beef up" their roll-out cart in places where the roll-out cart experiences the most wear and tear. Injection molders can incorporate more PCR and more types of PCR into their products versus a rotational molder. A rotational molder uses a powder form of resin, making it difficult at best, to incorporate various types of PCR. Lastly, injection molders can produce roll-out carts faster compared to rotational molders. This is crucial to consider when municipalities are looking to purchase large quantities of roll-out carts in a short period of time.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	N/A	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday March 02, 2021 11:23:20
 - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Monday March 08, 2021 16:29:34
 - [WMBE/MBE/SBE or Related Certificates](#) - WMBE MBE SBE.zip - Thursday March 11, 2021 17:42:30
 - [Warranty Information](#) - Warranty Information (2).zip - Tuesday March 09, 2021 21:28:05
 - [Pricing](#) - Sourcewell RFP Pricing 4-15-21.zip - Tuesday April 06, 2021 15:30:12
 - [Upload Additional Document](#) - Company & Product Overview Slide Deck.zip - Thursday March 11, 2021 18:39:23

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jack Weber, National Account Manager- Municipal Sector, Rehrig Pacific Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Plastic_Refuse_Recycling_Containers_RFP_041521 Wed March 17 2021 03:40 PM	☒	1
Addendum_3_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 8 2021 09:41 AM	☒	1
Addendum_2_Plastic_Refuse_Recycling_Containers_RFP_041521 Fri March 5 2021 04:19 PM	☒	1
Addendum_1_Plastic_Refuse_Recycling_Containers_RFP_041521 Mon March 1 2021 04:31 PM	☒	1



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Chris Brown, Public Works Director
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **ASPHALT OVERLAY AND SIDEWALK PROJECTS (RESOLUTION):**

RECOMMENDATION:

A resolution to approve the Transportation Division 2025 Pavement Management and Asphalt Overlay and Sidewalk Construction work plans.

BACKGROUND:

The In-House Pavement Improvements and Sidewalk Improvements capital projects are included in the five-year Capital Improvements Program (CIP). The CIP document functions as a financial planning tool that places projects in the annual budget and funds are appropriated by the City Council.

DISCUSSION:

Street and sidewalk work plans are reviewed and updated annually to reflect any shifting needs and changes in available funding. The plans are presented to the City Council Transportation Committee and recommended to the City Council for approval.

BUDGET/STAFF IMPACT:

Labor, equipment, materials, services and other project costs are included in Street Fund, Sales Tax Capital Improvements Fund, and Transportation Bonds.

ATTACHMENTS: SRF (#3) , 2025 & 2026 Paving & Sidewalk Plan (#4), Pavement Management Report (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-385

ASPHALT OVERLAY AND SIDEWALK PROJECTS (RESOLUTION):

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION 2025 ASPHALT OVERLAY AND SIDEWALK CONSTRUCTION WORK PLANS

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 Transportation Division 2025 Asphalt Overlay and Sidewalk Construction work plans. A copy of the 2025 and 2026 Paving and Sidewalk Plan is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2025-385

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Terry Gulley

3/21/2025

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION 2025 PAVEMENT MANAGEMENT AND ASPHALT OVERLAY AND SIDEWALKS CONSTRUCTION WORK PLANS.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Labor, equipment, materials, services and other project costs are included in various programs and capital projects budgets

CITYWIDE - 2025 & 2026 PAVING PLAN

Superseg Desc & On Street	From Street	To Street	Rehab Text	Length	Area	Unit Cost	Total Cost	Ward
1830 - E 7TH ST	S College Ave	S Wood Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	1327.3	3302.87	\$14.75	\$48,717.33	1
1690 - E 13TH ST	W 13th St	S College Ave	EM/FWM + Mod Overlay 2.0-3.0	553.8	2261.36	\$10.75	\$24,309.62	1
18010 - W 13TH ST	E 13th St	West End	EM/FWM + Mod Overlay 2.0-3.0	528.9	1633.09	\$10.75	\$17,555.72	1
18080 - W 22ND ST	East End	S School Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	966.0	1352.40	\$14.75	\$19,947.90	1
6630 - N ANNA PL	South End	E Rockwood Trl	EM/FWM + Mod Overlay 2.0-3.0	339.9	812.88	\$10.75	\$8,738.46	1
15060 - S BARTON AVE	S Walker Rd	E Huntsville Rd	EM/FWM + Mod Overlay 2.0-3.0 + SP	522.7	858.61	\$14.75	\$12,664.50	1
18630 - W BEST WAY ST	DS@131W S Laguna Loop	S Futrall Dr	EM/FWM + Mod Overlay 2.0-3.0 + SP	488.7	1710.44	\$14.75	\$25,228.99	1
15270 - S BUTTERFIELD TRL	North End	South End	EM/FWM + Mod Overlay 2.0-3.0	1083.8	2063.93	\$10.75	\$22,187.25	1
23860-W Whillock St.	End	School Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	1327.7	2943.07	\$14.75	\$43,410.28	1
8020 - N COUNTY AVE	S County Ave	E Meadow St	EM/FWM + Mod Overlay 2.0-3.0 + SP	215.3	531.68	\$14.75	\$7,842.28	1
15580 - S COUNTY AVE	N County Ave	E Mountain St	EM/FWM + Mod Overlay 2.0-3.0 + SP	250.5	496.83	\$14.75	\$7,328.24	1
17820-S Washington	7th St.	15th St.	EM/FWM + Mod Overlay 2.0-3.0 + SP	2623.8	6589.30	\$14.75	\$97,192.18	1
3580 - E HEATH DR	West End	E Rodgers Dr	EM/FWM + Mod Overlay 2.0-3.0 + SP	290.5	1203.16	\$14.75	\$17,746.61	1
4020 - E LAFAYETTE ST	N Fletcher Ave	N Tanglewood Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	745.6	1612.66	\$14.75	\$23,786.74	1
4420 - E MCCLINTON ST	S Wood Ave	S Morningside Dr	EM/FWM + Mod Overlay 2.0-3.0	1327.3	2830.68	\$10.75	\$30,429.81	1
16820 - S OAK RD	W Rutledge Ln	W Martin Luther King Jr Blvd	EM/FWM + Mod Overlay 2.0-3.0 + SP	501.1	1286.16	\$14.75	\$18,970.86	1
19511 - W DICKSON ST	N West Ave	DS@216W N West Ave	EM/FWM + Mod Overlay 2.0-3.0	215.7	931.01	\$10.75	\$10,008.36	2
21530 - W MOUNT COMFORT RD	W North St	N Garland Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	955.9	3362.07	\$14.75	\$49,590.53	2
1600 - ALLEY 850	W Douglas St	W Caraway St	EM/FWM + Mod Overlay 2.0-3.0 + SP	409.7	764.78	\$14.75	\$11,280.51	2
18360 - W ASH ST	N Woosley Ave	N Gregg Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	576.5	1821.89	\$14.75	\$26,872.88	2
18830 - W CARAWAY ST	Alley 850	N Storer Ave	EM/FWM + Mod Overlay 2.0-3.0	172.5	462.87	\$10.75	\$4,975.85	2
19001 - W CENTER ST	N Duncan Ave	S Harmon Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	348.5	1301.06	\$14.75	\$19,190.64	2
2650 - E COLT DR	N Green Acres Rd	East End	EM/FWM + Mod Overlay 2.0-3.0	314.0	1355.44	\$10.75	\$14,570.98	2
9270 - N GREGG AVE	W Dickson St	W Lafayette St	EM/FWM + Mod Overlay 2.0-3.0	722.5	1854.10	\$10.75	\$19,931.58	2
16080 - S GRAHAM AVE	W Center St	W Nettleship St	EM/FWM + Mod Overlay 2.0-3.0 + SP	663.8	1703.75	\$14.75	\$25,130.31	2
20440 - W ILA ST	N Park Ave	N Vandeventer Ave	EM/FWM + Mod Overlay 2.0-3.0	1045.2	3152.74	\$10.75	\$33,891.96	2
25290 - W ILA ST	N Vandeventer Ave	N Wilson Ave	EM/FWM + Mod Overlay 2.0-3.0	476.7	1445.99	\$10.75	\$15,544.39	2
20710 - W LAWSON ST	N Woosley Ave	N Gregg Ave	EM/FWM + Mod Overlay 2.0-3.0	1318.7	2225.07	\$10.75	\$23,919.50	2
10410 - N LINDELL AVE	W Cleveland St	W Eagle St	EM/FWM + Mod Overlay 2.0-3.0	350.9	941.58	\$10.75	\$10,121.99	2
20850 - W LOUISE ST	East End	N Park Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	404.8	944.53	\$14.75	\$13,931.82	2
10580 - N LYNNS PL	South End	W Deane St	EM/FWM + Mod Overlay 2.0-3.0 + SP	291.0	1127.53	\$14.75	\$16,631.07	2
4690 - E NORTH ST	N Washington Ave	N Hillcrest Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	672.4	2025.31	\$14.75	\$29,873.32	2
4700 - E NORTH ST	N Hillcrest Ave	E Lakefront Dr	EM/FWM + Mod Overlay 2.0-3.0 + SP	750.1	2242.21	\$14.75	\$33,072.60	2
4710 - E NORTH ST	E Lakefront Dr	E Lakeridge Dr	EM/FWM + Mod Overlay 2.0-3.0 + SP	511.5	1596.28	\$14.75	\$23,545.13	2
4720 - E NORTH ST	E Lakeridge Dr	N Mission Blvd	EM/FWM + Mod Overlay 2.0-3.0 + SP	263.0	1073.91	\$14.75	\$15,840.17	2
11120 - N OAK AVE	W Wedington Dr	W Cedar St	EM/FWM + Mod Overlay 2.0-3.0 + SP	489.9	1428.87	\$14.75	\$21,075.83	2
11180 - N OAKLAND AVE	W Mount Comfort Rd	W Lawson St	EM/FWM + Mod Overlay 2.0-3.0 + SP	1492.1	3638.04	\$14.75	\$53,661.09	2
11190 - N OAKLAND AVE	W Lawson St	W Sycamore St	EM/FWM + Mod Overlay 2.0-3.0 + SP	1069.8	2591.01	\$14.75	\$38,217.40	2
14810 - PUBLIC 2401	N Gregg Ave	W Township St	EM/FWM + Mod Overlay 2.0-3.0 + SP	1405.0	4308.72	\$14.75	\$63,553.62	2
22470 - W REAGAN ST	N Gregg Ave	Alley 624	EM/FWM + Mod Overlay 2.0-3.0 + SP	202.6	661.82	\$14.75	\$9,761.85	2
22480 - W REAGAN ST	Alley 624	N Arkansas Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	286.9	937.21	\$14.75	\$13,823.85	2
12760 - N SHADY AVE	W Ila St	W Louise St	EM/FWM + Mod Overlay 2.0-3.0	643.7	1952.55	\$10.75	\$20,989.91	2
5530 - E SPRING ST	N East Ave	N College Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	513.8	1427.37	\$14.75	\$21,053.71	2
23000 - W SPRING ST	N School Ave	N West Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	365.6	1343.73	\$14.75	\$19,820.02	2

13850 - N VANDEVENTER AVE	W Ila St	W Louise St	EM/FWM + Mod Overlay 2.0-3.0	328.0	880.14	\$10.75	\$9,461.51	2
14040 - N VISTA PL	W Wedington Dr	W Holly St	EM/FWM + Mod Overlay 2.0-3.0 + SP	677.6	2292.55	\$14.75	\$33,815.11	2
21270 - W MEADOW ST	N West Ave	S Gregg Aly	EM/FWM + Mod Overlay 2.0-3.0 + SP	363.2	867.47	\$14.75	\$12,795.18	2
6651 - N APPLEBURY DR	N Tanglebriar Ln	N Tanglebriar Ln	EM/FWM + Mod Overlay 2.0-3.0	1066.8	2862.43	\$10.75	\$30,771.12	3
1970 - E APPLEBURY DR	E Hope St	West End	EM/FWM + Mod Overlay 2.0-3.0 + SP	294.1	936.63	\$14.75	\$13,815.29	3
2590 - E CINNAMON WAY	West End	N Old Missouri Rd	EM/FWM + Mod Overlay 2.0-3.0	1030.8	3395.37	\$14.75	\$50,081.71	3
2670 - E COLUMBUS BLVD	N Kings Dr	N Eastwood Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	677.9	1846.94	\$14.75	\$27,242.37	3
2690 - E COLUMBUS PL	E Columbus Blvd	South End	EM/FWM + Mod Overlay 2.0-3.0	420.1	1215.53	\$14.75	\$17,929.07	3
8511 - N EASTWOOD DR	E Hope St	E Mission Blvd	EM/FWM + Mod Overlay 2.0-3.0 + SP	691.2	2096.65	\$14.75	\$30,925.59	3
3050 - E ELM ST	N Austin Dr	N Juneway Ter	EM/FWM + Mod Overlay 2.0-3.0 + SP	447.7	1358.02	\$14.75	\$20,030.80	3
3650 - E HOPE ST	N Kings Dr	N Lunsford Ave	EM/FWM + Mod Overlay 2.0-3.0 + SP	2118.3	6569.59	\$14.75	\$96,901.45	3
10000 - N KENSINGTON CT	N Warwick Dr	North End	EM/FWM + Mod Overlay 2.0-3.0 + SP	218.8	765.80	\$14.75	\$11,295.55	3
13490 - N SUSAN CAROL LN	E Bishop Dr	E Cydnee St	EM/FWM + Mod Overlay 2.0-3.0 + SP	512.2	1732.95	\$14.75	\$25,561.01	3
13540 - N TARTAN WAY	N Katherine Ave	North End	EM/FWM + Mod Overlay 2.0-3.0 + SP	403.5	1365.18	\$14.75	\$20,136.41	3
23620 - W VAN ASCHE DR	W Van Asche Loop	N Steele Blvd	EM/FWM + Mod Overlay 2.0-3.0	708.3	2036.06	\$10.75	\$21,887.65	3
23630 - W VAN ASCHE DR	N Steele Blvd	N Gregg Ave	EM/FWM + Mod Overlay 2.0-3.0	1958.1	8293.90	\$10.75	\$89,159.43	3
23640 - W VAN ASCHE DR	N Gregg Ave	DS@523E N Gregg Ave	EM/FWM + Mod Overlay 2.0-3.0	535.3	1686.20	\$10.75	\$18,126.65	3
24620 - E WILKINS PL	West End	N Old Missouri Rd	PCC Localized Rehab + SP	492.5	2258.14	\$19.75	\$44,598.27	3
6260 - E WOODLAWN DR	N Mission Blvd	E Woodlawn Dr	EM/FWM + Mod Overlay 2.0-3.0	470.9	1977.79	\$10.75	\$21,261.24	3
14650 - N WOODLAWN DR	E Rockwood Trl	N Woodlawn Dr	EM/FWM + Mod Overlay 2.0-3.0	461.4	1399.58	\$10.75	\$15,045.49	3
6450 - N 51ST AVE	W Wedington Dr	N Sunshine Rd WC 877	EM/FWM + Mod Overlay 2.0-3.0	657.7	1918.29	\$10.75	\$20,621.62	4
18840 - W CARDWELL LN	N Razorback Rd	N Gray Ave	EM/FWM + Mod Overlay 2.0-3.0	780.8	1380.92	\$10.75	\$14,844.89	4
8320 - N DOUBLE SPRINGS RD	W Wedington Dr	DS@664N W Wedington Dr	EM/FWM + Mod Overlay 2.0-3.0 + SP	664.4	1937.84	\$14.75	\$28,583.14	4
9040 - N GARVIN DR	W Center St	W Hotz St	EM/FWM + Mod Overlay 2.0-3.0 + SP	641.0	1944.37	\$14.75	\$28,679.46	4
21750 - W NEW BRIDGE RD	East End	N Sunshine Rd WC 877	EM/FWM + Mod Overlay 2.0-3.0	4606.6	14418.20	\$10.75	\$154,995.65	4
12330 - N RUPPLE RD	W Wedington Dr	W Starry Night Vw	EM/FWM + Mod Overlay 2.0-3.0 + SP	3674.3	17244.53	\$14.75	\$254,356.82	4
12360 - N RUPPLE RD	W Albatross Loop	N Best Friend Ln	EM/FWM + Mod Overlay 2.0-3.0 + SP	548.6	1216.06	\$14.75	\$17,936.89	4
12370 - N RUPPLE RD	N Golf Club Dr	W Congressional St	EM/FWM + Mod Overlay 2.0-3.0 + SP	1619.2	3588.97	\$14.75	\$52,937.31	4
12540 - N SALEM RD	W Wedington Dr	DS@105N W Fairfax St	EM/FWM + Mod Overlay 2.0-3.0	3525.3	12514.09	\$10.75	\$134,526.47	4

11.48 MILES TOTAL \$2,404,260.70

	Length (mi)	% Length	% Area	Total Cost	% Cost
WARD 1	2.48	21.60%	17.29%	\$426,056.76	17.72%
WARD 2	3.47	30.19%	28.92%	\$715,952.64	29.78%
WARD 3	2.37	20.63%	22.95%	\$554,769.07	23.07%
WARD 4	3.17	27.58%	30.84%	\$707,482.23	29.43%
TOTAL	11.48	100%	100%	\$2,404,260.70	100%

City Crew Projects	From	To	Placement	Type	Length Feet	Width Feet	Matrix Score (28 Max)	Ward	Notes
Center St.	Gregg Ave.	School Ave.	Both Sides	Rep	920	8	26.3	2	
Cleveland St.	Leverett Ave.	Whitham Ave.	North Side	New	300	6	25.3	2	
Lewis Ave.	Deane St.	Wedington Dr.	West Side	New	1,370	6	23.8	2	Mt. Comfort Intersection
S. Garland Ave.	Boone St.	Cato Springs Rd.	West Side	New	955	6	25.5	1	
Shiloh Dr.	Northwood Ave.	Gregg Ave.	North Side	New	876	8	26.3	3	ARDOT Permit
15th St.	College Ave.	Driveway	South Side	New	530	6	26.3	1	ARDOT Permit
Mt. Comfort Rd.	Hidden Creek Dr.	Rupple Rd.	North Side	New	925	8	22.8	4	

Totals 5,876

Contracted Projects	From	To	Placement	Type	Length Feet	Width Feet	Matrix Score (28 Max)	Ward	Notes
MLK Jr. Blvd. (Walkability)	Church Ave.	Wood Ave.	West Side	New	1,370	6	23.8	1	TAP Funded (\$500k)
Stearns St. Connect	Old Missouri Rd.	Vantage Ave.	Both Sides	New	300	6	25.3	3	Funded (\$480k)
Old Missouri Rd.	South of Stearns St.	North of Cinnamon Way Connect to Zion	West Side	Rep	1,860	10	26.5	3	Funding Dependent
Huntsville Rd.	Blair Ave.	Morningside Dr.	South Side	New	480	10	25.3	1	Funding Dependent

Totals 2,340

Priority	Crosswalk Enhancement Projects		Crosswalk Type	Type				Ward	Notes
1	MLK Jr. Blvd	at Willow Ave.	RRFB	New				1	Designed
2	Mall Ave.	at Old Navy	RRFB	New				3	Ready
3	Appleby	at Bob Younkin	RRFB	New				3	Ready
4	Rupple Rd.	at Bronco	RRFB	New				1	FPS Install
5	Salem	at Bentgrass	RRFB	New				4	Ready
6	North Street	at Gregg Ave.	Signalized	New				2	Ramp
7	Township Street	at Azalea Terr.	RRFB	New				3	Sidewalk
8	S. College Ave.	South St.	RRFB	New				1	Designed
9	Old Wire Rd.	Strawberry / Azalea	RRFB	New				3	Designed

Maintenance Projects from Service Requests

Represents 50% of work time or 98 work days in 2025

Priority 1		Priority 3		Priority 3 (Continued)	
Address	Problem	Address	Problem	Address	Problem
377 N. Rupple Rd.	Damaged	2679 N. Whistle Post Dr	Trip Hazard	2155 E. Victoria Ln.	Damaged
1833 W. Osage Bend	Damaged by Trees	2780 N. Surrey Xing	Trip Hazard	415 E. Spring St.	Damaged
Priority 2		2402 N. College Ave.	Trip Hazard	2663 E. Meandering Way	Trip Hazard
Address	Problem	N Sang Ave.	Maintenance	2515 E. Lancer St.	Trip Hazard
404 E. Center St.	Trip Hazard	2313 W. Holly St.	Damaged	1018 N. Canterbury Rd.	Damaged
649 E. Fairlane St.	Damaged	2962 N. Williamsburg Ln.	Damaged	2408 N. Robin Rd.	Damaged
1275 N. Gregg Ave.	Trip Hazard	461 E. Spring St.	Trip Hazard	2413 N. Robin Rd.	Damaged
207 E. Adobe St.	Trip Hazard	E. Cicero Ln	Damaged	2417 E. Lensfield Pl	Damaged
818 N. Sang Ave.	Damaged	1653 River Meadows Dr.	Damaged	426 N. Limestone Dr.	Damaged
3733 E. Natchez Trace	Trip Hazard	2848 E. Picasso Pl.	Trip Hazard	2962 Williamsburg Ln.	Damaged
4017 N. Steele Blvd.	Trip Hazard	275 S. Duncan Ave.	Damaged	100 W. Louise St.	Maintenance
258 W. Miller St.	Trip Hazard	E. Leawood Way	Damaged	3503 W. Providence Dr.	Damaged
3047 E. Fossil Dr.	Trip Hazard	211 S. Block Ave.	Damaged	25 W. Davidson St.	Damaged
2313 W. Holly St.	Damaged	413 W. Center St.	Damaged	2452 E. Meandering Way	Damaged
E. Ash St.	Trip Hazard	311 W. Ila St.	Damaged	1971 E. Harold St.	Damaged
659 N. Cliffside Dr.	Damaged	506 N. Vandeventer Ave.	Damaged	2531 N. Norwich Ln.	Trip Hazard
1039 E. Bonnie Ln.	Damaged	1215 N. Kings Dr.	Trip Hazard	4518 W. Divide Dr.	Damaged
E. Mountain St.	Trip Hazard	1903 N. Colony Way	Damaged	2853 E. Brandon Cir	Damaged
1852 S. Harding Pl	Trip Hazard	3115 E. Cherokee Dr.	Damaged	N. Frontage Rd.	Trip Hazard
7 Ash St.	Maintenance	3687 E. Township St.	Damaged	8548 W. Mesa St.	Trip Hazard
205 South St.	Damaged	337 N. College Ave.	Trip Hazard	3722 E. Leawood Way	Damaged
205 W. Rock St.	Damaged	1433 N. Crestwood Dr.	Trip Hazard	1351 N. Carriage Way	Maintenance
2231 E. Tall Oaks Dr.	Damaged	1506 N. Cannondale Dr	Damaged		
1143 N. Vista Pl.	Maintenance	2029 W. Lawson St.	Trip Hazard		
233 W. Louise St.	Trip Hazard	S. Springlake Dr.	Damaged		
1985 N. College Ave.	Damaged	2549 N. Fennchurch Way	Damaged		
2400 N. Hampton CT	Damaged	2853 E. Brandon Cir	Damaged		
520 N. Washington Ave.	Damaged	1343 E. Fairlane	Damaged		

Primary New Sidewalk Projects (By rating)

12/21/2023

GIS Map #

GIS Map #													
	Source	Street	From	To	Ward	Location	Type	Total Aggregate Score	Estimated Cost	Cost	Benefit to Cost Ratio Score	Notes	
113	2020	Walk	Lindell Ave.	Hughes St.	Cleveland St.	2	West	New	26.8	2	\$ 159,327	134	
	1	Walk	Shiloh Dr.	Gregg Ave.	Northwood Ave.	3	North	New	26.3	1	\$ 147,483	263	ArDot right of way.
	2023	Request	15th St.	Razorback Greenway	Washington Ave.		South	New	26.3	1	\$ 56,783	263	
156	1	Gap	Stearns St.	Joyce Blvd.	Remington Dr.	3	North	New	25.8	1	\$ 7,705	258	Build Joyce Blvd. first.
225	1	Walk	Garland Ave.	Boone St.	Cato Springs Rd.	1	West	New	25.5	2	\$ 165,233	128	Enclose ditch, add curb and storm drainage.
136	1	Request	MLK Jr. Blvd	College Ave.	Wood Ave.	1	South	New	25.4	1	\$ 67,587	254	Will need additional right of way.
99	1	Walk	Cleveland St.	Leverett Ave.	Whitham Ave.	2	South	New	25.3	1	\$ 91,552	253	Some sidewalk currently on north side.
86	1	Request	Starr Dr.	Cherokee St.	Existing sidewalk	3	East	New	24.8	1	\$ 17,050	248	Remove trees, fill low area
		Walk	Valley Dr.	West End Ave.	Porter Rd.	2	North	New	24.3	1	\$ 95,406	243	
105	1	Walk	Gregg Ave.	Center St.	Prairie St.	2	West	New	24.3	5	\$ 300,833	49	Art corridor? Check right of way. Walkable Street
2019	Request	Douglas St.	Oakland Ave.	Storer Ave.	2	South	New	24.0	1	\$ 41,850	240	Retaining wall required.	
	2020	Gap	Lewis Ave.	Deane St.	Wedington Dr.	2	West	New	23.8	2	\$ 165,777	119	
122	1	G/W	Mt. Comfort Rd.	Garland Ave.	Oakland Ave.	2	North	New	23.8	1	\$ 36,744	238	Narrow street?
180	1	G/W	Joyce Blvd.	College Ave.	Vantage Dr.	3	North	New	23.6	1	\$ 37,679	236	Future trail.
306	1	Request	Mission Blvd	Ramsey Ave	Wellsley Pl	3	North	New	23.3	1	\$ 132,428	233	
161	1	Request	Huntsville Rd.	Blair Ave.	Morningside Dr.	1	South	New	23.0	1	\$ 136,157	230	CDGB area. Coordinate design with area businesses
		R / W	Rebecca St.	College Ave.	Mission Blvd.	2	North	New	22.8	3	\$ 244,079	76	Retaining wall, remove trees. Connect College to Mission. Walka
		Walk	Brooks Ave.	Fifteenth St.	Boone St.	1	West	New	22.8	3	\$ 231,623	76	Enclose ditch, add curb and storm drainage.
283	1	G/R	Mt. Comfort Rd.	Hidden Creek Dr.	Rupple Rd.	4	North	New	22.8	1	\$ 100,051	228	Complete connection. (Cemetery)
98	1	Walk	West End Ave.	Valley Dr.	Wedington Dr.	2	West	New	22.8	1	\$ 75,710	228	
119	1	G/W	Villa Blvd.	Madrid St.	Sunbridge Dr.	3	East	New	22.4	1	\$ 9,528	224	
128	1	Request	Morningside GAPS	New Street	Postal Ctr.	1	East	New	22.2	5	\$ 501,504	44	Extreme grades, will require retaining walls
		Request	Oakland Ave.	Cleveland St.	Existing sidewalk	2	West	New	22.0	1	\$ 54,880	220	
		2019	Request	Nettleship St.	Eastern Ave.	Graham Ave.	1	North	New	21.7	1	\$ 68,882	217
171	1	G/W	Harold St.	College Ave.	Sheryl Ave.	3	South	New	21.7	1	\$ 62,683	217	Phone lines!!!
2023	Request	School Ave.	19th	24th St.		East	New	21.6	5	\$ 446,924	43		
	2020	Request	McClinton St.	Wood Ave.	Morningside Dr.	1	North	New	21.5	2	\$ 158,976	108	
234	1	Request	Happy Hollow Rd.	Acacia Crossing	Fourth St.	1	West	New	20.9	1	\$ 124,661	209	
214	1	Walk	Juneway Terrace	Elm St.	Ash St.	2	West	New	20.6	2	\$ 171,452	103	
2019	Request	Deane Solomon Rd.	Moore Ln.	Shiloh Dr	4	East	New	20.6	1	\$ 99,187	206	Add curb and storm drainage, will need r/w for green space	

Primary New Sidewalk Projects (By rating)

12/21/2023

GIS Map #

GIS Map #												
	Source	Street	From	To	Ward	Location	Type	Total Aggregate Score	Estimated Cost	Cost	Benefit to Cost Ratio Score	Notes
2019	Request	Deane Solomon Rd.	Existing sidewalk	Moore Ln.	4	East	New	20.6	1	\$ 31,624	206	Require tree removal, pipe and curb
166 1	Request	Storer Ave.	Cleveland St.	Douglas St.	2	West	New	20.0	1	\$ 52,149	200	
130 1	Gap	Vandeventer Ave.	North St.	Adams St.	2	West	New	20.0	1	\$ 7,630	200	Check on curb alignment.
101 1	Request	University Ave.	Center St.	Gregg Ave.	2	West	New	19.9	3	\$ 216,153	66	
145 1	G/W	Masonic Dr.	College Ave.	Nottingham Pl.	3	North	New	19.8	1	\$ 26,395	198	Complete sidewalk on north side.
150 1	G/W	Harold St.	Stubblefield Rd.	Stubblefield Rd.	3	North	New	19.7	1	\$ 76,021	197	
307 1	Request	Ash St.	Pittman Dr.	New sidewalk	2	South	New	19.7	1	\$ 22,368	197	
305 1	Request	Township St	Terry Dr	Winwood Dr	3	South	New	19.5	1	\$ 95,550	195	Remove trees, retaining wall.
221 1	Request	Ashwood Ave.	18th St.	Razorback Rd.	1	West	New	19.4	1	\$ 137,276	194	Retaining wall along south end.
116 1	Walk	Adams St.	Gregg Ave.	Woolsey Ave.	2	North	New	19.3	1	\$ 81,193	193	Established yards / landscaping in R/W
216 1	G/R	Hackberry Dr.	Amber Dr.	Overcrest St.	3	Both	New	19.3	1	\$ 21,502	193	Complete sidewalk connection.
168 1	Walk	Taylor St.	Leverett Ave.	Gregg Ave	2	South	New	19.2	1	\$ 87,074	192	One lane, one way street, buildings in right of way.
164 1	Request	Gunter St.	Olive Ave.	Mission Blvd.	2	North	New	19.1	1	\$ 30,338	191	R/W conflict with building @ Mission Blvd.
223 1	Walk	Prospect St.	College Ave.	Willow Ave.	2	North	New	18.9	1	\$ 101,538	189	Retaining wall @ College Ave.
131 1	G/W	Walnut Ave.	Prospect St.	Rebecca St.	2	West	New	18.9	1	\$ 31,015	189	
155 1	Gap	Green Acres Rd.	Township St.	Colt Square	2	East	New	18.7	1	\$ 12,923	187	Trees
213 1	Walk	Assembly Dr.	Fallin Ave.	Vinson Ave.	1	East	New	18.6	2	\$ 154,811	93	Pipe large ditch on east side.
231 1	Request	Assembly Dr.	Mission Blvd.	Skyline Dr.	1	East	New	18.6	5	\$ 364,503	37	Enclose ditch, add curb and storm drainage.
183 1	Walk	Prospect St.	Park Ave.	College Ave.	2	North	New	18.5	1	\$ 107,240	185	
2019	Request	Creekwood Ave.	Township St.	Cul-de-sac	3	North	New	18.3	1	\$ 69,423	183	Connect cul-de-sac to Township St.
228 1	Walk	Stanton Ave.	Oakcliff St.	Hilldale Dr.	3	East	New	18.3	1	\$ 75,968	183	Mailboxes on east side.
226 1	Gap	Hope St.	Eastwood Dr.	Existing sidewalk	3	North	New	18.0	1	\$ 19,173	180	Concrete diverter wall on corner, trees.
115 1	Walk	Rock St.	School Ave.	Locust St.	2	South	New	17.6	1	\$ 22,732	176	Behind low curb.
192 1	Gap	Kantz Ln.	Kantz Ln.	Ball Ave.	3	North	New	17.6	1	\$ 7,514	176	
2019	Request	Finger Rd.	MLK Jr. Blvd.	Walmart	1	West	New	17.6	1	\$ 18,773	176	Transits stop improvements
121 1	Walk	Washington Ave.	Mountain St.	Rock St.	1	East	New	17.2	1	\$ 22,473	172	West of Yvonne Richardson Center.
275 1	Walk	Viewpoint Dr.	Mission Blvd.	Hammond St.	3	West	New	16.8	2	\$ 187,474	84	Drainage, right of way ?
236 1	G/W	Skillern Rd.	Old Wire Rd.	Brookbury Crossing	3	South	New	16.4	1	\$ 26,045	164	
255 1	Request	Old Wire Rd.	Colette Ave.	Boxwood Dr.	3	South	New	16.3	3	\$ 223,063	54	
2023	Request	Hughes St.	Oakland Ave.	Storer St.		North	New	16.2	1	\$ 40,308	162	
2023	Request	Olive Ave.	Prospect St.	Gunter St.		East	New	15.9	2	\$ 173,984	80	

Primary New Sidewalk Projects (By rating)

12/21/2023

GIS Map #

GIS Map #												
	Source	Street	From	To	Ward	Location	Type	Total Aggregate Score	Estimated Cost	Cost	Benefit to Cost Ratio Score	Notes
281 1	Walk	Baxter Ln.	College Ave.	Willow Ave.	2	North	New	15.9	1	\$ 89,758	159	
282 1	Walk	Cleburn St.	College Ave.	Fritz Dr.	2	North	New	15.9	1	\$ 142,525	159	
208 1	Request	Walnut Ave.	Rebecca St.	Johnson St.	2	West	New	15.8	1	\$ 54,517	158	
197 1	Walk	Bertha St.	Lee St.	Stubblefield Rd.	3	North	New	15.8	1	\$ 48,933	158	Trees
285 1	Walk	Elizabeth Ave.	Rolling Hills Dr.	Oaks Manor Dr	3	East	New	15.5	1	\$ 41,840	155	More right of way on west side.
153 1	Request	Rush Dr.	Prospect St.	Mission Blvd.	2	West	New	15.4	1	\$ 144,997	154	
137 1	Walk	Hendrix St.	Addington Ave.	Garland Ave.	2	North	New	15.3	1	\$ 115,975	153	
122	Request	Holly St.	Garland Ave.	Oakland Ave.	2	North	New	15.3	1	\$ 28,110	153	
147 1	Walk	Gregg Ave.	Taylor St.	Douglas St.	2	West	New	15.3	1	\$ 37,478	153	One lane, one way street, buildings in right of way.
2023	Request	Eastern Ave.	Nettleship St.	Mitchel St.		West	New	14.6	3	\$ 231,213	49	
2019	Request	Raven Ln.	Quail Dr.	Mt. Comfort Rd.	4	West	New	14.3	1	\$ 32,505	143	
227 1	Gap	Columbus Blvd.	Eastwood Dr.	Applebury Dr.	3	North	New	14.3	1	\$ 32,641	143	Concrete diverter wall on corner, trees.
271 1	Walk	Oakcliff St.	Elizabeth Ave.	Stanton Ave.	3	South	New	14.1	1	\$ 96,919	141	Retaining wall or narrow street.
291 1	G.R	Skillern Rd.	Brookbury Crossing	Charleston Crossing	3	South	New	14.1	1	\$ 54,010	141	
284 1	Walk	Columbus Blvd.	Kings Dr.	Eastwood Dr.	3	South	New	13.4	1	\$ 24,850	134	
2023	Request	Nettleship St.	Eastern Ave.	Graham Ave.		South	New	13.2	1	\$ 39,675	132	
238 1	Request	Woolsey Ave.	North St.	Prospect St.	2	West	Both	13.0	1	\$ 145,566	130	Landscaping
242 1	Walk	Shady Ln.	Holly St.	North St.	2	East	New	12.7	1	\$ 47,353	127	Narrow street, check right of way.
249 1	Walk	Willow Ave.	Baxter Ln.	Prospect St.	2	East	New	12.7	1	\$ 101,870	127	Large trees, narrow street, poles, landscaping.
246 1	Walk	Park Ave.	North St.	Prospect St.	2	East	New	12.3	1	\$ 114,529	123	Narrow street ?
287 1	Walk	Calvin St.	Knox Dr.	Birwin Dr.	2	South	New	12.2	1	\$ 73,980	122	
2019	Request	Woodlark Ln.	Quail Dr.	Mt. Comfort Rd.	4	East	New	11.8	1	\$ 38,129	118	
241 1	Walk	Juneway Terrace	Overcrest St.	Elm St.	2	East	New	11.7	1	\$ 40,245	117	
261 1	Walk	Pollard Ave.	Cleburn St.	Prospect St.	2	East	New	11.6	1	\$ 56,207	116	Right of way on east side of street.
203 1	Walk	Cleburn St.	Woolsey Ave.	Park St.	2	North	New	11.5	1	\$ 50,501	115	
244 1	Walk	Patricia Ln.	Gregg Ave.	Vandeventer Ave.	2	North	New	11.4	1	\$ 68,919	114	
2023	Request	Ashwood Ave.	18th St.	Arrowhead St.		West	New	11.2	1	\$ 128,314	112	
195 1	Walk	Washington Ave.	Prospect St.	Rebecca St.	2	East	New	10.4	1	\$ 40,034	104	
243 1	Walk	Vandeventer Ave.	Holly St.	North St.	2	East	New	10.2	1	\$ 52,977	102	Curbs on both sides, poles at back of curb.
2023	Request	Township St.	Yorkwood Dr.			Crosswalk	New	10.0	1	\$ 15,380	100	
300 1	Walk	Applebury Dr.	Columbus Blvd.	Rockwood Tr.	3	East	New	9.9	1	\$ 125,387	99	Trees

Primary New Sidewalk Projects (By rating)

12/21/2023

GIS Map #

292 1

2019

2019

Source	Street	From	To	Ward	Location	Type	Total Aggregate Score	Estimated Cost	Cost	Benefit to Cost Ratio Score	Notes
Walk	Oakwood St.	College Ave.	Lakeridge Dr.	2	South	New	8.3	2	\$ 156,226	41	
Request	Canterbury Rd.	Boston Mtn. View	Lovers Ln.	1	North	New	5.8	3	\$ 211,166	19	Extreme grades, will require retaining walls
Request	Lovers Lane	Crossover Rd.	Canterbury Rd.	1	North	New	5.5	5	\$ 501,504	11	Extreme grades, will require retaining walls

Fayetteville, AR

Pavement Management Report

November 2024



CITY OF
FAYETTEVILLE
ARKANSAS

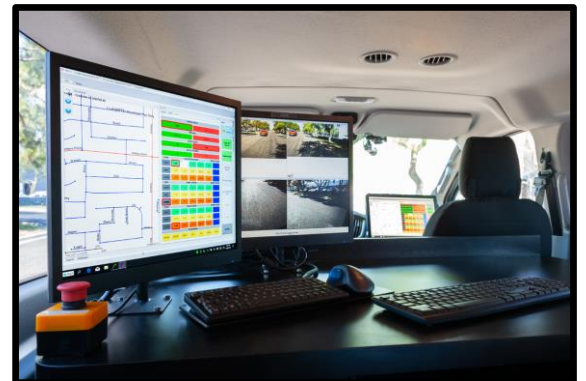


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Appendix A Street Inventory and Condition Summary by Segment

Appendix B 5-Year Rehab Plan

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APPENDED MAPS

Functional Classification

Current Pavement condition index (PCI)

5 Year Rehabilitation Plan: \$1.7M Annual Budget

5 Year Post Rehabilitation PCI: \$1.7M Annual Budget

1.0 EXECUTIVE SUMMARY

1.1 Project and Methods Overview

In January of 2024, IMS Infrastructure Management Services, LP (IMS) utilized a cutting-edge Integrated Road Information System (IRISpro Pavé) (**Figure 1**) to capture continuous, high-resolution pavement images that were used to assess pavement cracking, rutting, and roughness on 420 centerline miles of predominantly asphalt roadways in Fayetteville, AR (City). In this project, IMS also deployed its Fast-Falling Weight Deflectometer (FastFWD) to assess the structural integrity of the City's Arterials and Collectors. IMS followed the American Society for Testing and Materials (ASTM) D6433 standard to analyze the images and distress data collected by the IRISpro to determine the Pavement Condition Index (PCI) for each segment of the road. PCI values were recorded to provide an indication of the surface conditions and structural integrity of a pavement.

Using the Easy Street Analysis (ESA) pavement management system, IMS developed multi-year pavement maintenance and rehabilitation (M&R) recommendations for the roadways surveyed. The recommendations consider the severity, quantity, and type of pavement distresses, surface type, pavement strength, functional class, and the level of traffic. By utilizing these recommendations, the City can make informed decisions on how best to allocate their resources to ensure the longevity and safety of their roadways.



Figure 1 - IMS Integrated Road Information System platform (IRISPro Pavé)

The PCI method was used in accordance with the ASTM D6433 standards to assess the condition of the City's pavements. This method is considered an objective and repeatable approach to assess pavement condition, which is preferable to alternative methods that rely upon potentially biased human ratings. Based on the PCI results, ESA prioritizes funding using a cost-of-deferral approach, recommending M&R activities that optimize funding by selecting rehabilitation candidates only when they approach the critical point where a heavier maintenance activity will soon be needed to restore the roadway to full service.

The analysis and data presented in this report are based on the inspections performed by IMS in January 2024 on the City's pavement network, using available work history and other assumptions that are elaborated on later in this report. Roadways that were rehabilitated or reconstructed after the field inspection was performed were assigned a PCI value of 94. All other segments were deteriorated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis, January 2025.

1.2 Results Overview and Recommendations

PCI values provide an indication of the surface conditions and structural integrity of a pavement. The 0–100 PCI range is commonly divided into categories using descriptive terms: *Very Poor*, *Poor*, *Marginal*, *Fair*, *Good*, *Very Good*, and *Excellent*. Divisions between the terms are not fixed but are meant to reflect common perceptions of pavement conditions. These divisions are discussed in more detail in Section 3.0.

The City's roadways were generally found to be in *Very Good* condition **with an average PCI of 77**. **Figure 2** provides a visual breakdown of the distribution of pavement area across different PCI categories at the time of analysis. Approximately 75% of the City's roadways were found to be in *Excellent* or *Very Good* condition. If structurally sound, these pavements are often suitable candidates for cost-effective preventive maintenance treatments. On the other hand, pavements with a PCI below 40 (i.e., pavements in *Poor* or *Very Poor* condition) comprise the City's "backlog" of M&R. The **City's backlog was found to be 3%**. These pavements typically require full or partial reconstruction. Pavements falling within the middle categories, such as *Fair* or *Marginal* condition, often benefit from mill and overlay projects. It's important to note that these are general recommendations, and the specific M&R strategy may vary based on factors such as distress types, soil conditions, structural adequacy, and other project-specific details.

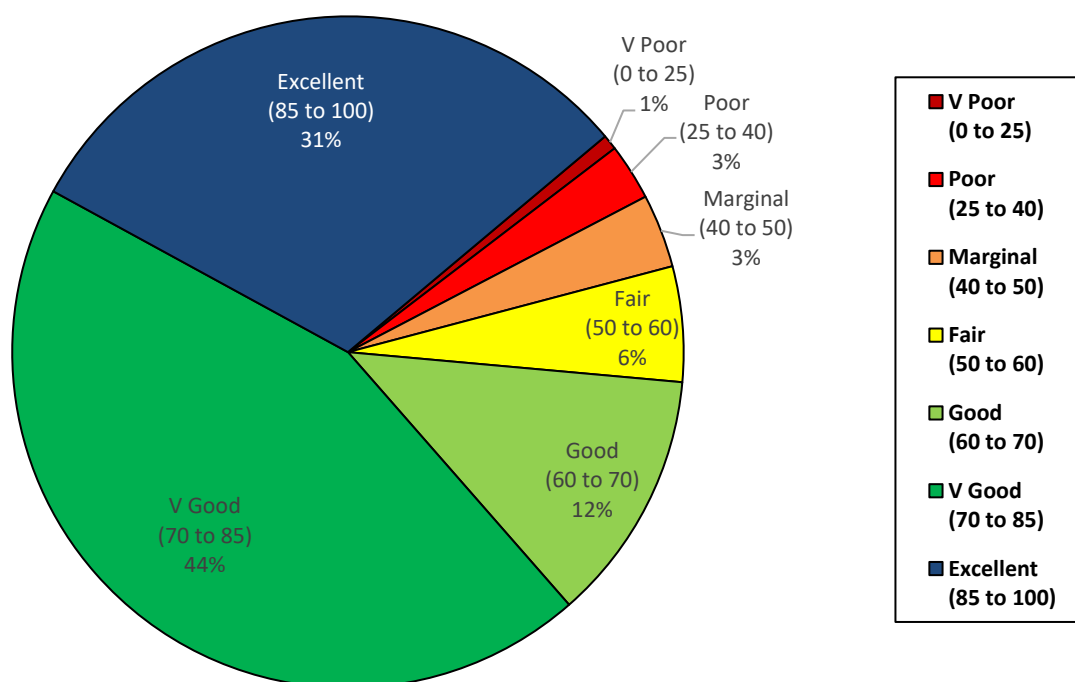


Figure 2 - Distribution of the City's Pavement System on a Condition Scale

Metrics of Health

The following three metrics are frequently used as indicators of overall pavement network health. The pavement analysis uses these metrics as benchmarks when determining budget goals, such as the backlog control, PCI control, and recommended funding levels.

Pavement Condition Index (PCI) – The PCI score is a ranking assessment on the overall health of a pavement segment on a scale of 0 to 100. The network average PCI is a good global indicator of a network's overall health.

Percent of Excellent Roads – Roads with a condition category of Excellent are those that score between a PCI of 85 to 100.

Backlog –Backlog is the Very Poor and Poor roads (between a PCI of 0 and 40) that represent a portion of the network in need of extensive rehabilitation such as full and partial reconstruction. Using sound pavement management and finance principles, a very healthy network will have a backlog of 10% or less.

The City met three out of three of the metrics for evaluating the quality of its roadway network.

- ✓ The network average pavement condition score exceeds the national average currently seen by IMS of 60 to 65, with the City's average scoring a 77.
- ✓ The number of streets rated Excellent is above the minimum recommended target of 15% at 31%
- ✓ The backlog amount is below the average value of 12% at 3%.

The analysis conducted by IMS using the ESA pavement management system has provided the City with valuable insights into the condition of its roadways. To assess the effect of annual budget on PCI over a five-year period, **Figure 3** has been generated to depict the anticipated PCI in five years relative to different annual budget allocations. The blue line allows the user to assess the effect of a given annual budget on the PCI in five years, serving as a valuable tool for understanding the potential effects of budget decisions on future pavement conditions.

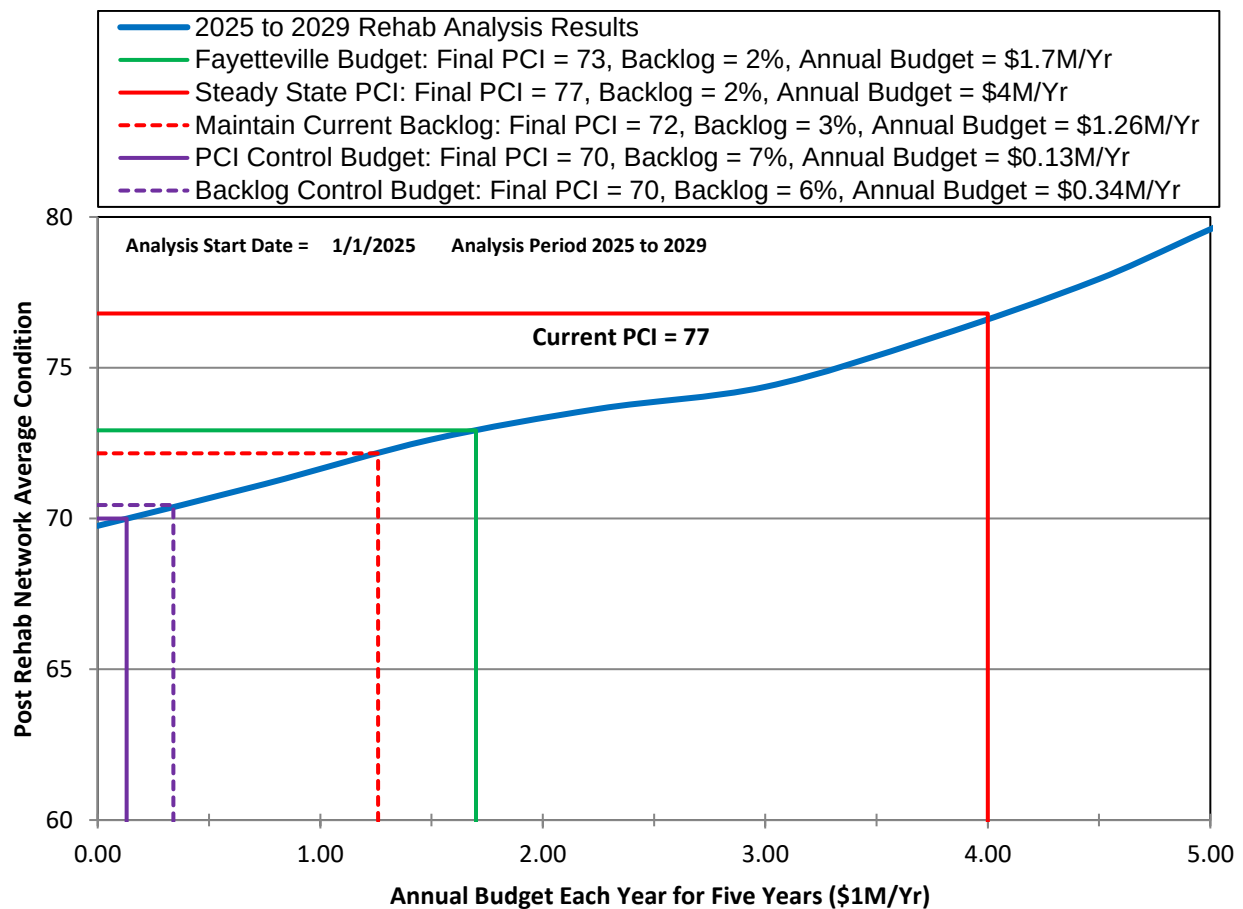


Figure 3 - PCI Based on Five-Year Annual Budget Funding Models

It is important to note that the information presented in the Executive Summary is condensed from various sections of this report. Reviewers are encouraged to familiarize themselves with the detailed information provided in subsequent sections of the report prior to making any specific decisions based on these results. This will ensure that decisions regarding M&R activities are based on a comprehensive understanding of the conditions of the roadways and the recommendations provided in the report.

2.0 PRINCIPLES OF PAVEMENT MANAGEMENT

This section provides an overview of pavement management, including its objectives and the best practices for M&R planning throughout the lifecycle of a pavement. It also highlights the integration of these concepts in the ESA pavement management system, which was used in this report to develop recommendations and analyze the City's pavement network. This context is important for understanding the content and findings of the report.

2.1 Pavement Management Principles

Pavement management is the process of assessing, prioritizing, and preserving or rehabilitating pavements through a logical system that attempts to use available funds in the most cost-effective manner possible. The process is iterative, and as more data becomes available, prediction models are refined to improve accuracy. **Figure 4** illustrates that pavements typically start deteriorating rapidly once they hit a specific threshold. Therefore, it is more cost-effective to invest in cheaper surface treatments during the first 40% of a pavement's lifespan than to defer maintenance until heavier overlays or reconstruction is required just a few years later. Streets that are repaired while in good condition will have an extended lifespan and will cost less to maintain over their lifetime than those left to deteriorate to a poor condition. Without an adequate routine pavement maintenance program, streets will require more frequent reconstruction, thereby requiring significantly greater funding.

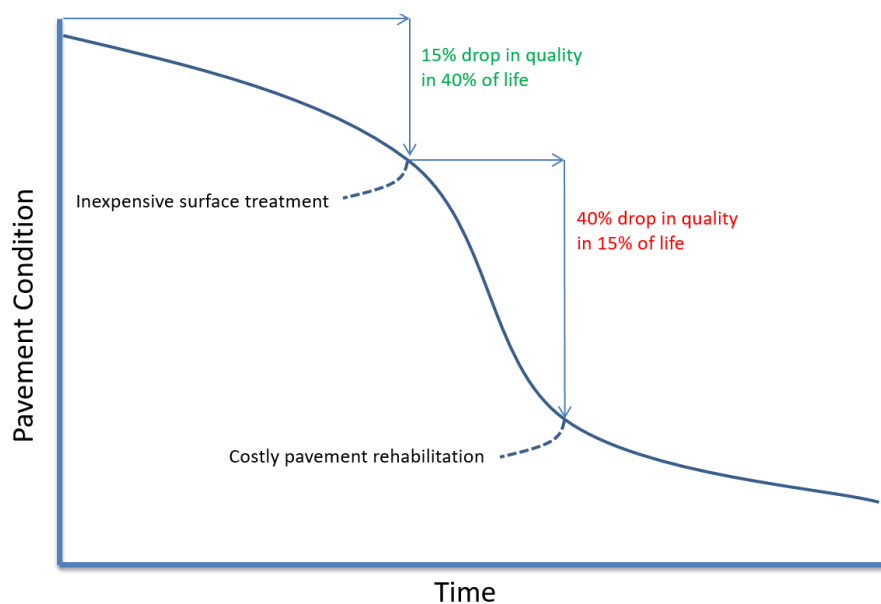


Figure 4 - Pavement Deterioration and Life Cycle Costs

The types of rehabilitation activities that the City chooses to deploy can have a significant effect on the longevity of a pavement. Depending on the PCI zone in which a pavement falls, a detailed rehabilitation strategy needs to be formed. Common rehabilitation types include localized preventive or stop gap activities (e.g. crack sealing, joint sealing, and patching), global preventive maintenance (e.g. fog seals, rejuvenators, slurry seals, microsurfacing, chip seals, cape seals, and thin overlays), major Rehabilitation (e.g. thin or thick mill and overlays), and major Reconstruction

(e.g. surface reconstruction or full reconstruction). Popular examples of cost-effective preventative activities include:

- Crack and Joint Sealing
- Microsurfacing
- Fog Seal and Rejuvenators
- Patching
- Slurry and Chip Seals
- Thin Overlays

A proactive pavement management program focuses on the preventative maintenance category and advocates proper incorporation and application of cost-effective preventative activities. These activities help maintain and repair the surface integrity which can slow deterioration and, depending on the treatment, also extend the life of a pavement. The outcome of this exercise is to increase long-term cost savings and network-level pavement quality over time.

When completed within the target zone for preventative maintenance, a pavement's lifespan can be conveniently extended. The dashed curves in **Figure 5** show the typical lifespan of a pavement that does not undergo any preventative maintenance. Major reconstruction becomes necessary after approximately 20 years. The blue curves show the benefits of preventive maintenance during the first 40% of a pavement's lifespan. Eventually, all pavements will need to undergo reconstruction; however, proactive maintenance and rehabilitation can delay this process for up to an additional 40 years.

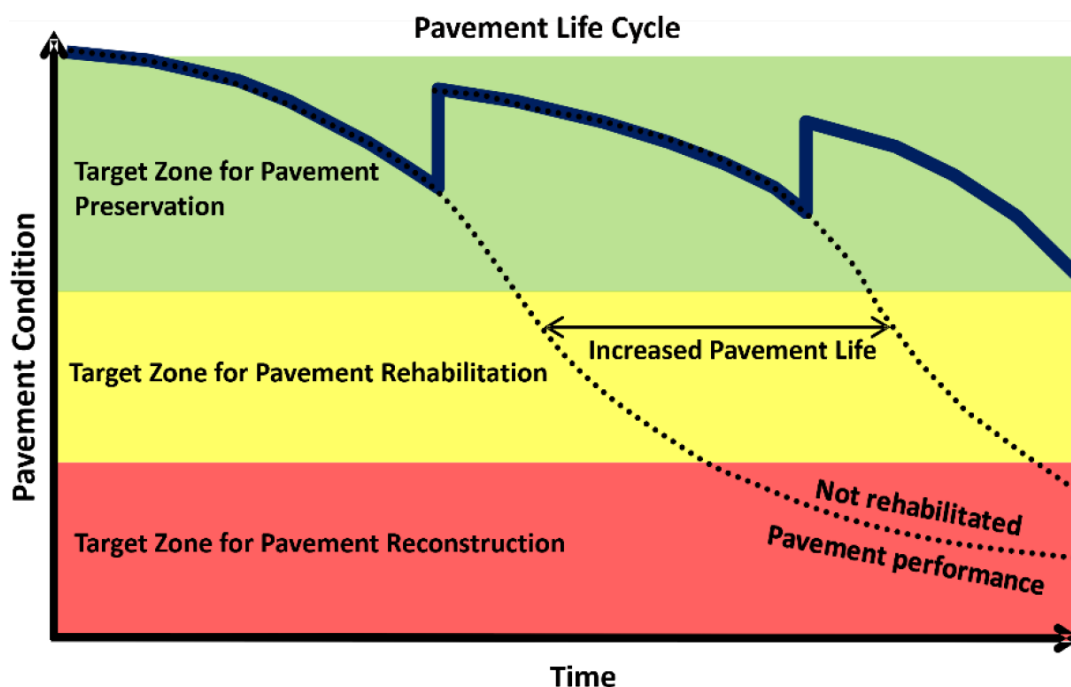


Figure 5 - Pavement Life Cycle Curve

The most effective approach to ensure optimal usage of available funds or to determine the necessary funding to achieve a predetermined level of service is by using a pavement management system. An effective pavement management system can assist agencies in developing an organized catalog of pavement assets, storing periodic condition assessments, and tracking spending and costs. This enables the City to compare trends in data to assess the effectiveness of maintenance activities and new technologies.

3.0 DATA COLLECTION AND ANALYSIS

3.1 Field Survey Methodology

IMS deployed one of its IrisPro Pave Integrated Road Information Systems for data collection. IrisPro Pave integrates industry-leading subsystems, including 3D pavement imaging systems, lasers, accelerometers, right-of-way cameras, GPS antenna, distance measurement instruments, computers and more (**Figure 6**). All collected data is captured with Drive™ data collection software, which is designed to simplify the collection of quality road data with built-in calibration schedules, real-time quality control, GIS maps, section tracking, audible alerts and voice memos, fly-by events, and exception reporting. The custom-designed hardware and software on IrisPro Pave provides sub-millisecond synchronization between all subsystems.

- ✓ **Teledyne FLIR Ladybug 5+**
Captures 360° Imagery at Defined Intervals
- ✓ **ASTM Class 1 IrisPRO Pavement Profiler**
Continuous Right and Left Wheel Path Roughness Measurements
- ✓ **Pavement Distress Imaging**
LCMS-2 Continuous 3D Imaging, 1mm Resolution
- ✓ **Drive™**
Automated Data Collection Paired with Field Observations
- ✓ **GPS Positioning**
GPS with Integrated IMU, Sub Meter Positional Accuracy
- ✓ **Samsara Monitoring**
Real-Time Tracking and Reporting
- ✓ **Texture**
Continuous Surface Texture Measurements
- ✓ **Linear Distance Positioning**
DMI for Precise Linear Distance Measurements
- ✓ **Safety Lighting**
Front and Back Facing Flashing Lights Ensure High Visibility



IrisPRO Pave

Figure 6 – LCMS-2 data collection vehicle

3D Pavement Imaging

The Laser Crack Measurement System (LCMS-2) captures continuous 2D and 3D images at 1 mm resolution in the lane of travel up to 4 m (13 ft) wide at highway speeds, allowing for the visualization and characterization of all features on the road surface. The system allows for collection rates up to 28,000 profiles per second, five times faster than the first edition of LCMS. This allows smaller cracks, especially transverse cracks, to be detected more consistently than in the past. The vertical accuracy has also improved from 0.50 mm to 0.25 mm.

High-Definition 360-Degree Imaging

The Ladybug 5+ captures high quality 30MP spherical images using six cameras for a 360-degree view of the roadway and surroundings. The images can be viewed in panoramic mode, 360 mode, or individual directional images can be extracted at any desired camera angle. Both the Pavement imaging and right of way cameras are triggered on a fixed-distance basis, image capture is precisely synchronized to GPSTime and DMI, and cameras are calibrated for asset inventory and geo-referenced image measurements.

3.2 Data Quality Assurance

The collected data is processed in the office using the Connect™ software. Connect provides a perfectly synchronized multi window platform to view and alter all collected data including profile, distress, slope, International Roughness Index (IRI), events, images, and GPS map. **Figure 7** shows some examples of how data can be viewed in Connect. Using Connect, the LCMS-2 3D pavement images are analyzed to identify and classify distresses, and the longitudinal profile of the road is analyzed to determine the IRI and ride quality under the wheel paths according to industry standards. All processed data is matched to the segment ID of the roadway.

To ensure the accurate determination of PCI scores, the field data undergoes a rigorous series of processing phases and quality checks. These checks encompass synchronized assessment of both processed and raw data streams. The automatic distress identification and classification process involves various steps: First, different rules and processing parameters are applied on different pavement types; next, the auto detected lane markings are manually adjusted to exclude non-pavement areas and limit the assessment area for cracking and rutting to between the lane markings and invalidation rules are applied to exclude additional anomalies (e.g. near railroad crossing or bridge decks) from the assessment area. Finally, a team of pavement raters who are well-versed in both the distress standards and the data in its digital format review images and make the necessary corrections on areas with gross under/over detection.

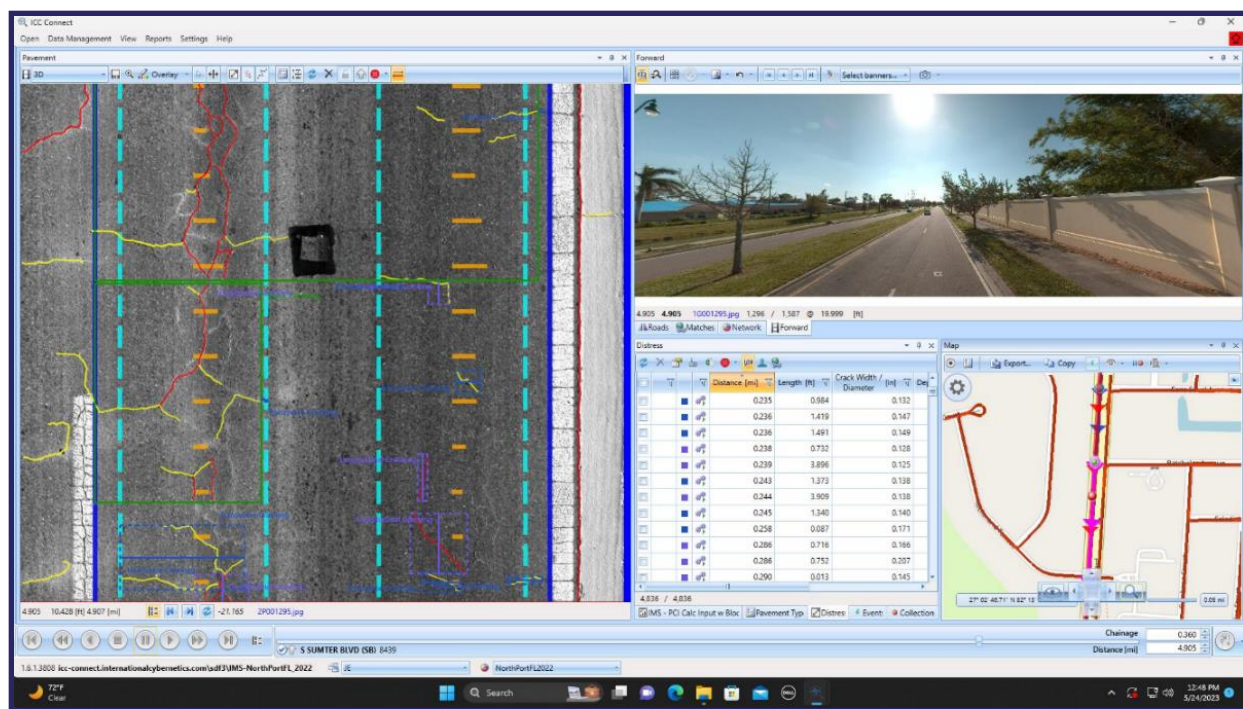


Figure 7 - QC Image from Connect™ Software

To further confirm the accuracy of our condition data, spot checks are conducted on a network-wide basis by both the QC team and engineering staff. These spot checks are carried out on a random selection of road sections across the entire network to verify that the condition data is consistent and accurate. They also help to identify any potential issues that may have been missed during the initial data collection and review process.

Once the QC team and engineering staff have established the integrity of the data, an initial condition spreadsheet with detailed data and summary tables and charts is prepared and submitted for review by the Client. This review process involves a careful examination of the condition data and includes a comprehensive analysis of the data's completeness, accuracy, and consistency before preparing data for import to City's pavement management system.

3.3 Pavement Condition Survey

The goal of the pavement condition survey is to determine an accurate rating for each pavement section. The process of collecting and assessing data involves both automated and manual observations that originate from the data collected with the IrisPro Pave equipped with LCMS-2 downward imaging lasers, an array of 4k cameras, and trained rating personnel.

Within the "Network Analysis" tab in ESA, IMS has populated values for Surface Distresses, Roughness score, and Strength Rating. These three indices form the foundation on which ESA operates. They allow weighing factors to be uniquely specified for PCI calculation.

Surface Distress Index (SDI)

ASTM D6433 provides a method of categorizing surface distress observations for both asphalt and concrete pavements, based on the extent and severity of distresses along the roadway. The Surface Distress Index (SDI) is used to represent the observed pavement defects on a scale from 0 to 100. However, not all surface distresses are given equal weight. Load-associated distresses (LAD), such as rutting or alligator cracking on asphalt streets, and divided slabs on concrete streets, have a greater impact on the SDI than non-load associated distresses (NLAD), such as raveling or longitudinal and transverse cracking. Even when present in low extents and moderate severity, LAD can significantly decrease the SDI. The SDI inputs are shown in **Figure 8**.

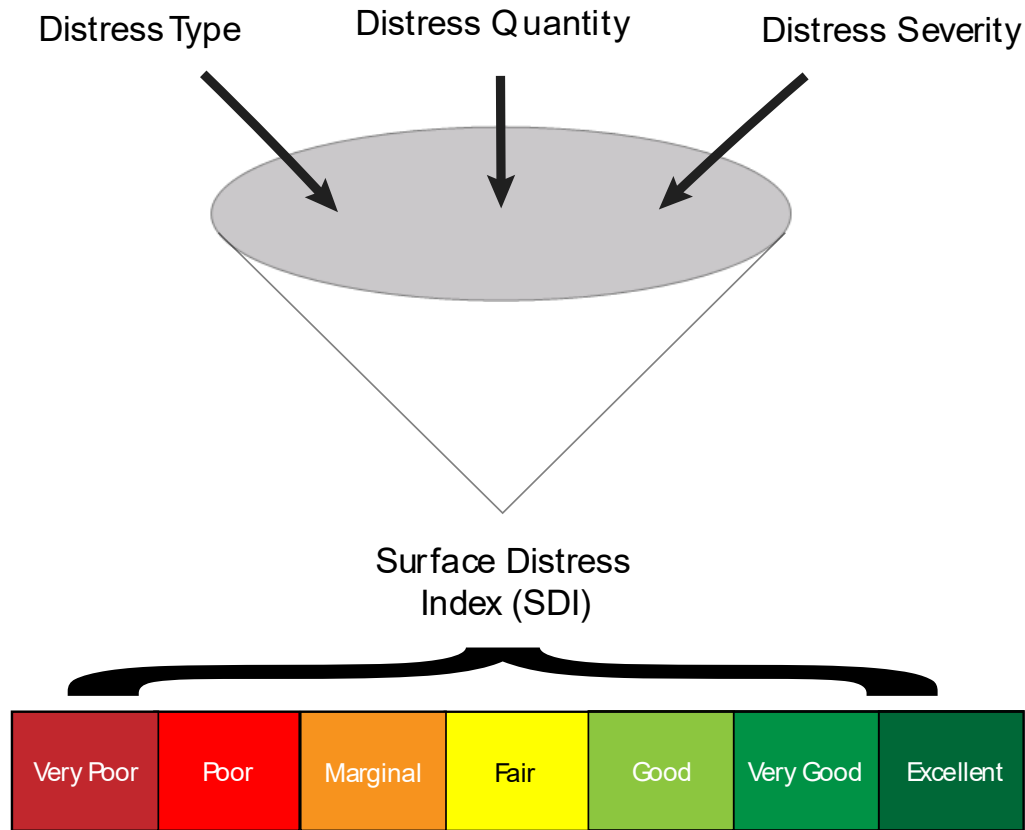


Figure 8 - SDI Inputs and Detailed Scale

ASTM D6433 covers nearly forty unique distress types that may or may not be present in an agency's road network. For that reason, IMS uses a modified approach that collects the most common and relevant distresses. The descriptions in **Table 1** outline some of the distresses collected for the City:

Table 1 - Distress Descriptions

Distress Type	Pavement Type	Description	Example
Alligator Cracking	Asphalt	• Quantified by severity and square footage • Caused by the repeated bending from vehicle loads • Propagate from the bottom, meaning that structural failure has occurred • An LAD with significant impact on the condition score, even at low extents	
Rutting	Asphalt	• Caused by the permanent deformation of the pavement and/or subgrade layers • Low densities can have a large impact on the final condition score due to their implication of possible structural failure	
Longitudinal & Transverse Cracking	Asphalt	• Quantified by their length and width • Results from pavement shrinkage due to natural daily and seasonal temperature cycles, construction issues, or other factors	

Block Cracking	Asphalt	• Quantified by their width and square footage • Form interconnected longitudinal and transverse cracks • Divides the pavement into rectangular pieces • Results from aging and environmental factors	
Patching	Asphalt	• Quantified by the square footage and severity • Always considered a surface defect • Affects ride quality and condition of a pavement	
Raveling	Asphalt	• Measured by severity and square footage affected • Loss of coarse aggregate on pavement surface	
Bleeding	Asphalt	• Measured by severity and square footage • Presence of free asphalt binder on the roadway surface • Results in a pavement surface with reduced skid resistance • Caused by either an excess of asphalt in the pavement or insufficient voids in the matrix	

Edge Cracking	Asphalt	• Measured in linear feet • Caused by traffic loading and weakened base conditions resulting from poor drainage • Run parallel to the road, usually within 1 to 2 feet of the outer edge of the pavement	
Distortion	Asphalt	• Bumps and sags, depressions, swell, corrugation, and shoving • Caused by several factors, such as construction issues, subgrade mixture failure, environmental influence, etc.	
Weathering	Asphalt	• Wearing away of asphalt binder and fine aggregate matrix • Quantified by severity and square footage	
Divided Slab	Concrete	• Slab divided by cracks into four or more pieces • Caused by overloading, inadequate support, or both • Categorized as a severe corner break if all pieces or cracks are contained within a corner break	
Corner Breaks	Concrete	• Crack that intersects with a joint at less than $\frac{1}{2}$ the slab length • Caused by repeated load on a surface with a failing base	

Joint Spalling	Concrete	• A breakdown of the edges of a slab within 2ft of a joint • The depth of the cracking and area affected determine the severity	
Faulting	Concrete	• Identified by a difference in elevation across a joint • Severe faults have a >3/4 inch elevation difference between two adjacent concrete slabs	
Durability Cracking	Concrete	• Caused by the freeze-thaw expansion of the large aggregate • Breaks down concrete over-time • Typically runs parallel to a joint or linear crack • A high severity "D" crack covers more than 15% of the overall slab	
Scaling	Concrete	• A result of the surface layer of concrete being worn away over time by weathering • Measured by severity and total area affected	
Punchouts	Concrete	• Caused by heavy and repeat loads, inadequate slab thickness, and a deterioration of the base foundation • Measured by severity and number of individual cracks within the distress	

Roughness Index (RI)

The Roughness Index (RI) provides a quantifiable measure of ride quality, which is determined using the industry-standard ASTM E1926 for calculating the IRI. This value is derived from the longitudinal profile captured by the LCMS as it records the change in elevation over a distance. Once calculated, it is expressed as a slope and reported in millimeters per meter (mm/m). Typical IRI levels for new, older, and damaged pavements are displayed in **Figure 9**. The IRI is lower on average for roads or pavements that are normally used for higher speed travel.

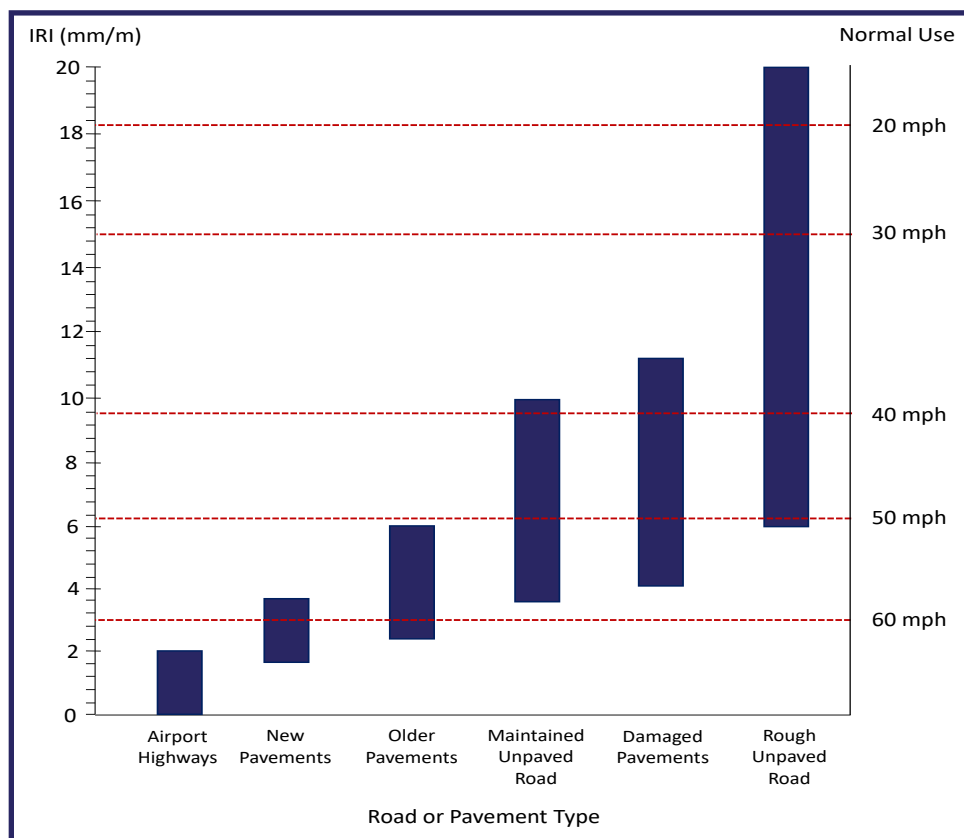


Figure 9 - IRI Scale Definitions

To enable the use of a blended condition score that incorporates both PCI and IRI scores, the IRI value is converted to an equivalent scale for analysis purposes. This is achieved by converting the IRI value into a score on a scale from 0 to 100 and reporting it as the RI using the following formula:

$$RI = (11 - 3.5 \times \ln(IRI)) \times 10$$

$\ln(IRI)$ is the natural logarithm of IRI.

To provide some context, a newly constructed street would typically have an RI value of above 85, whereas a street that requires an overlay would fall within the range of 40 to 70. Roadways in poor condition generally have RI values below 40, although they may achieve higher blended scores if the distresses responsible for the low RI score are not due to structural failure or other severe causes. For instance, rapid construction can lead to a pavement surface with less-than-optimal smoothness, resulting in a low RI value. However, since the distress or imperfection is not caused by severe failures within the pavement structure, the blended PCI value may not be significantly affected.

Structural Index (SI)

At the request of the City, conventional structural deflection testing was conducted on the arterial and collector network of streets using a Fast-Falling Weight Deflectometer (FFWD) (**Figure 10**). To enable the formation of a blended condition score, the deflection data obtained from FFWD testing was analyzed, and then the resulting structural numbers were converted to a score from 0 to 100 and reported as the Structural Index (SI) for each segment. The SI was calculated using a sigmoid function in the form of the following formula:

$$SI = \frac{100}{1 + e^{a(SN_{loss} - b)}}$$

In the formula for SI, a and b are parameters generated and populated by an AI tool developed by IMS and specialized for each individual project. Their values for the purpose of the City's network analysis were $a = 0.05$ and $b = 40$. SN_{loss} represents the loss in structural capacity as a percentage. The formula that was used to generate this value is:

$$SN_{loss} = 100 \times \frac{SN_{req} - SN_{eff}}{SN_{req}}$$

The required structural number (SN_{req}) used to calculate SN_{loss} was determined using AASHTO 1993 pavement design guidelines based on traffic information and the subgrade resilient modulus. The effective structural number (SN_{eff}) was determined using an AI tool developed at IMS.

For local streets, however, it was necessary to quantify the structural performance and capacity of the roadways in order to conduct pavement analysis. Therefore, the relationship between the PCI and the amount of load-associated structural distress was analyzed, and each pavement section was assigned a Weak, Moderate, or Strong strength rating. It should be noted that these SI values were not used in determining the overall pavement condition score, as they were not calculated from true structural testing. Instead, these SI values were only used to classify pavement strength and assist in selecting appropriate rehabilitation strategies.



Figure 10 - Fast Falling Weight Deflectometer

Pavement condition index (PCI) – Following the field surveys, the condition data was imported to ESA for calculating the overall PCI. The PCI for each segment was calculated using the following percentages of weighing factors:

$$\text{Local PCI} = 67\% \text{ SDI} + 33\% \text{ RI}$$

$$\text{Collector / Arterial PCI} = 50\% \text{ SDI} + 25\% \text{ RI} + 25\% \text{ SI}$$

Table 2 presents each PCI category along with a brief description of the typical distresses and recommended treatments for each.

Table 2 – Pavement Condition Categories

Category	Typical Distresses and M&R Recommendations	PCI Range
Excellent	Like new condition – little to no maintenance required. Monitor condition or preventive maintenance.	85<PCI≤100
Very Good	Minor cracking, raveling, and other NLAD Routine or preventive maintenance. <i>E.g., Crack sealing, surface treatment</i>	70<PCI≤85
Good	Minor to moderate cracking and low severity LAD such as alligator cracking and rutting. Surface treatments with localized repairs and overlays <i>E.g., Surface treatments, localized surface patching, thin overlay</i>	60<PCI≤70
Fair	More extensive and severe longitudinal and transverse cracking, as well as moderate severity LAD Localized repairs or major rehabilitation. <i>E.g., Localized surface and/or full-depth patching, moderate overlays</i>	50<PCI≤60
Marginal	Localized high-severity alligator cracking, and rutting Major rehabilitation. <i>E.g., Localized full-depth patching, mill and overlay, traditional overlay</i>	40<PCI≤50
Poor	A greater extent of severe alligator cracking, rutting Major rehabilitation. <i>E.g., More extensive full-depth patching, mill and overlay, traditional overlay</i>	25<PCI≤40
Very Poor	Extensive and severe alligator cracking, more extensive and deeper rutting, and potholes. Major rehabilitation. <i>E.g., Full-depth reclamation, reconstruction</i>	0<PCI≤25

3.4 ESA Pavement Management System

The ESA software provides all the functionalities of a standalone software package while being user-friendly. It provides the City with a tool that can effectively catalog, classify, assess, track, and analyze condition data to aid in the processes of budget planning and pavement rehabilitation.



More specifically the program helps the City streamline its pavement management by giving structure to the basic information required for a management system:

- Pavement Section Inventory
- Pavement Deterioration Modeling
- Prioritization
- Funding Analysis
- Inspection Data
- Rehabilitation Selections & History
- Work Planning
- Reporting

Pavement Section Inventory

An accurate inventory of all City-owned streets is necessary to make any determinations, assumptions, or projections within a management system. Individual attributes such as length, width, location, traffic use, surface type, condition, and other factors may be tracked and tied back to a single management segment within ESA. Thereafter, they are given a unique ID within the program. These attributes are critical in determining appropriate rehabilitation activities, prioritizing the management segments within the system, and facilitating placement and sorting during reporting.

Inspection Data

ESA provides the City with the flexibility to use a blended condition index that can be tailored to meet specific goals and requirements. The inputs for this index rely on inspection data from the field survey. This custom reporting value is built based on various aspects considered while ranking the condition of a pavement. The inputs for this index are derived from inspection data collected during the field survey, including PCI and IRI data. Details on the individual components of the inspection are available earlier in Section 3.0.

Pavement Deterioration Modeling

Inspection data by itself is only capable of representing conditions at the time of collection. Nevertheless, within ESA there are customizable curves that can predict the rate of pavement deterioration based on a streets functional class, pavement type, and strength rating. These deterioration curves are critical in predicting future pavement conditions and determining appropriate rehabilitation strategies. The model assumes that pavements with similar attributes and usage will deteriorate at similar rates. For instance, high volume asphalt arterials that are already in poor condition are expected to deteriorate faster and are represented in **Figure 11** by a purple line. In contrast, low volume concrete local streets are expected to deteriorate slowly and are represented by a blue dashed line.

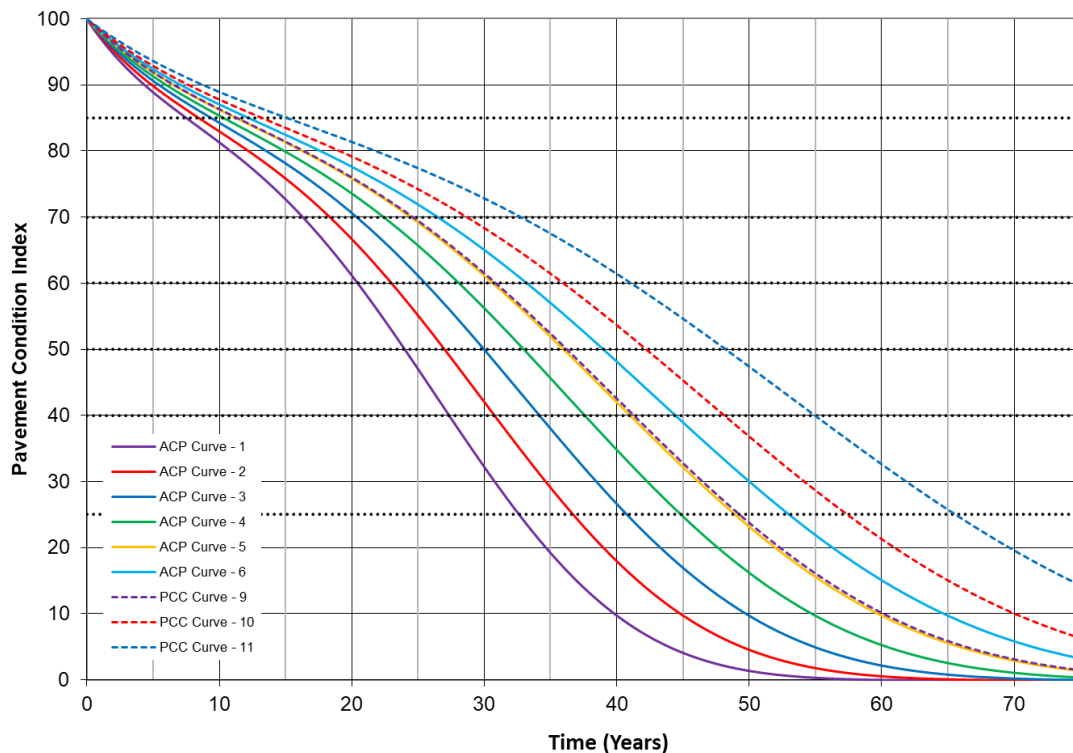


Figure 11 - Asphalt Concrete Pavement (ACP) and Portland Cement Concrete (PCC) Deterioration Curves

Rehabilitation Work Selections & History

ESA uses a set of protocols that allow for activities to be assigned to PCI ranges based on filter criteria that give the City the ability to create detailed rehabilitation strategy sets for each functional class and pavement type according to the best practices determined for that pavement.

As planned rehabilitation work is completed, a record of the work should be added to the pavement management system. This ensures that conditions are up to date for future selections and creates a repository of information to aid in planning.

Prioritization

Within ESA, the option is available to prioritize pavement projects for rehabilitation based on six main criteria: PCI, Cost of Deferral, Pavement Strength, Pavement Type, Functional Class, and the Area of a segment. Depending on the goals set forth at the beginning of the project, these criteria can be weighted differently based on their definition to create an overall priority factor for a project. Additional details on these factors are available in Section 5.

Project planning

The ability to plan work as needed allows the management program to better reflect the realities of a paving program. Certain constraints may be applied to funds that require their use within a certain year and activities relating to other assets may dictate the time and type of work to be performed. ESA allows for predefined projects to be entered into the management plan to account for work that is known. This ensures that the outcome is consistent with overall City planning and accurately reflects current funding allocations.

In terms of pavement management efficiency, a program based on worst-first, that is starting at the lowest-rated street and working up towards the highest, does not achieve an optimal expenditure of funds. Generally, under this scenario, agencies cannot sufficiently fund pavement rehabilitation and lose ground despite injecting large amounts of capital into the network.

The preferred basis of rehabilitation candidate selection is to examine the cost of deferral of a street against increased life expectancy.

Funding analysis

The actual process of determining where and when to spend funds is a function of the inputs mentioned in this section. Information from the street section inventory, condition survey, deterioration modeling, rehabilitation activity protocols, prioritization, and project planner are all assessed to predict the potential outcomes of funding scenarios. These can either be goal-based or budget-based. A more detailed description is available in Section 5.0.

Reporting

ESA has the ability to generate basic reports for common data requests through a set of predefined layouts. This allows for quick access to section condition summaries, inspection data, budget scenario summaries, and data charts. The GIS data used to generate this report is also linked to the section summary information to allow for quick and easy visualizations of the data if imported into a GIS utility. An example of data, as presented in ESA, can be seen in **Figure 12**.

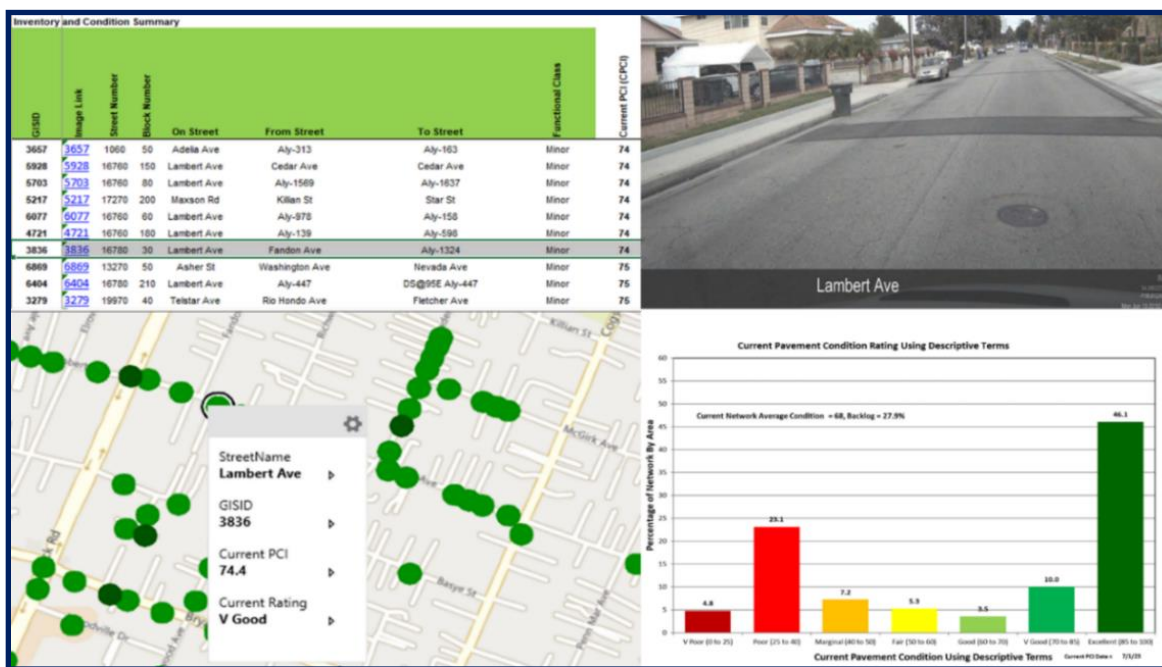


Figure 12 - Example of ESA City Data

3.5 ICC Inform Pavement Network Condition Viewer

Included with every IMS pavement management project is an out-of-the-box, user friendly, browser-based image and condition viewer tool called ICC Inform. Inform provides a convenient medium through which the City may view the imagery collected during the pavement survey. This includes a forward view of the pavement, the downward LCMS view, and a panoramic 360-degree view allowing the City to view each pavement observation from several perspectives. Lastly, a complete map of the City will track the location of every pavement image, providing additional context to the individual pavement segments. An example of Inform can be seen in **Figure 13** below.

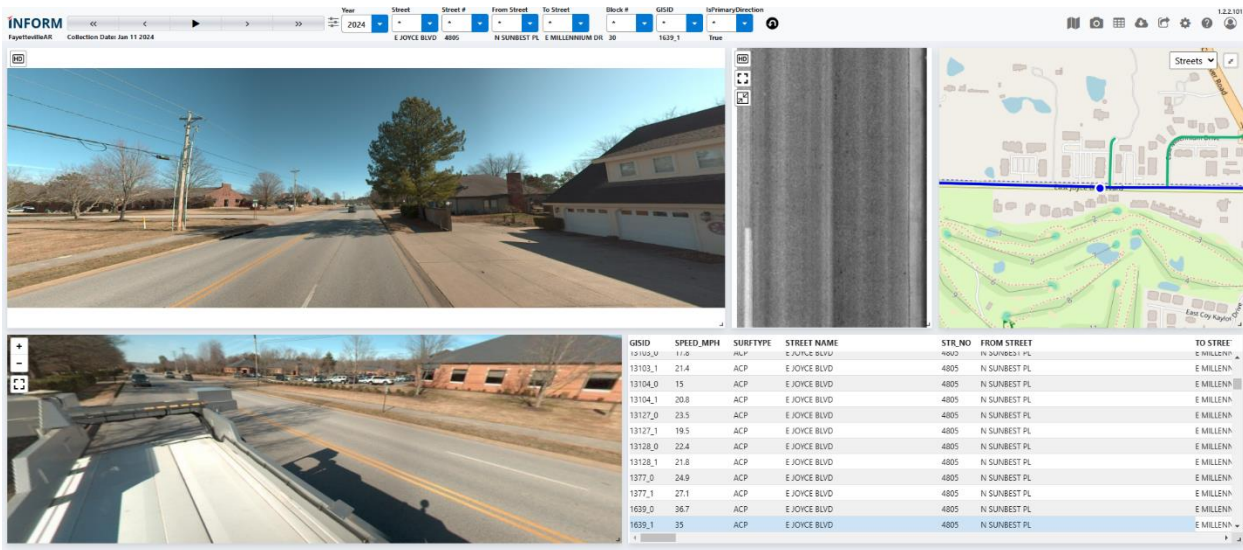


Figure 13 – ICC Inform Image Viewer

The “play” button in the top left of the Inform application provides the user a means to follow the RST as it drives the City streets. The drop-down menus in the top-center portion of the screen allow the user to quickly search for a particular street segment by GISID, and to even compare images from multiple years of surveys (if data is available from previous survey years).

The entirety of this proprietary image-viewing application can be accessed through a web browser by following a link that has been provided to the City staff.

3.6 Summary

This section outlined the fundamental concepts of pavement management and described the implementation process for the City’s pavement management system. The operating parameters of ESA were reviewed, and the inputs provided by the LCMS-2 technology were explained to provide context for calculating PCI, Roughness Index, and Pavement Strength.

4.0 PAVEMENT CONDITION SURVEY RESULTS

This section will review the results of the pavement condition survey performed in January 2024. The segments were deteriorated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis (January 2025). This section includes a summary of conditions in the functional classes used in the City's analysis, followed by a review of network photos taken from the survey vehicle. A series of charts will then summarize the findings of the condition survey and provide an overview of the PCI distribution across the City's pavement network.

4.1 City Street Inventory and Condition Summary

The City of Fayetteville is currently responsible for approximately 420 centerline miles of pavement with an overall PCI of 77 and a backlog of 3%. The following **Table 3** presents the City's inventory and pavement condition breakdown across different functional classes. Detailed information for each management section is available in **Appendix A**.

Table 3 - Network Inventory Summary by Functional Class and Pavement Type

	Pavement Type	Network	Principal Arterial	Minor Arterial	Major Collector	Minor Collector	Local
Segment (Block) Count	All Streets	5325	89	326	987	20	3903
	Asphalt	5066	85	314	914	20	3733
	Concrete	259	4	12	73	0	170
Network Length (ft):	All Streets	2218858	41810	138971	423504	8338	1606235
	Asphalt	2136797	40935	133928	406512	8338	1547084
	Concrete	82061	875	5043	16992	0	59151
Network Length (mi):	All Streets	420	8	26	80	2	304
	Asphalt	405	8	25	77	2	293
	Concrete	16	0	1	3	0	11
Average Width (ft):	All Streets	28	55	36	29	22	27
	Asphalt	28	55	35	28	22	26
	Concrete	31	52	49	32	0	28
Network Area (yd2):	All Streets	6911466	257372	551363	1345759	20728	4736244
	Asphalt	6632041	252358	523796	1284568	20728	4550591
	Concrete	279425	5014	27567	61191	0	185653
Current Pavement Condition Index (CPCI) 1/1/2025	All Streets	77	81	82	78	81	75
	Asphalt	77	81	82	78	81	75
	Concrete	78	74	79	84	0	75
Current Backlog (%) 1/1/25	All Streets	3	Percentage of Network with a PCI < 40				

4.2 City Network Condition Imagery

The images presented in this section provide a sampling of the City's streets that fall into various condition categories. A discussion of potential rehabilitation strategies is included for each category.

Very Poor (PCI = 0 to 25) – Complete Reconstruction



West Rock Street from Church Avenue to South Locust Avenue (GISID – 12, PCI = 12) – Rated as Very Poor, this street displays a large quantity of linear cracking and shattered slabs severe enough to suggest that the pavement structure is inadequate for current traffic loads. The rehabilitation of roads in this condition through a mill and overlay is generally ineffective, as the failures usually extend to the bottom of the pavement layer. Streets in this condition require rehabilitation that involves removal and replacement of the damaged concrete slabs, base stabilization, or complete reconstruction based on design requirements.

Deferral of reconstruction of streets rated as Very Poor will not cause a substantial decrease in overall pavement quality. The streets have passed the opportunity for overlay-based strategies, meaning that reconstruction, which can be expensive, is the most suitable solution. Thus, Very Poor streets are often deferred in favor of rehabilitating more streets at lower costs, resulting in a greater net benefit to the City. This strategy, however, must be sensitive to citizen complaints that may demand the prioritization of these street repairs. In addition, this type of street can pose a safety hazard for motorists since severe potholes and distortions may develop. It is important to consistently monitor these streets and check for potholes or other structural deficiencies until the street is eventually rebuilt.

Poor (PCI = 25 to 40) – Last Opportunity for Surface and Base Rehabilitation



North Oakland Avenue from Lawson Street to Hickory Street (GISID 3027, PCI = 33) – Rated as Poor, this segment still has some remaining life before it becomes a critical reconstruction need. As evident in the imagery, potholes are present and surrounded by previously patched areas. This indicates that patching is not sufficient to address localized base failures. There are also deep longitudinal and transverse cracks, particularly along the center of the pavement. If left untreated, a partial to full reconstruction would be required within a short period of time.

On heavily trafficked roadways, Poor streets often require partial to full reconstruction. On local roadways, they generally require removal of the pavement surface through grinding or excavation, base repairs, restoration of the curb line and drainage, and then placement of a new surface.

Marginal (PCI = 40 to 50) – Thick Overlay



North Henbest Drive from North Porter Road to North Shiloh Drive (GISID 7024, PCI = 49) – This street displays transverse and longitudinal cracking across the middle and edges of the pavement. There are sections of alligator cracking dispersed along the segment as well.

Marginal streets that display high amounts of load associated distresses (LAD) are selected as a high priority for rehabilitation as they generally provide the best cost/benefit ratio to the City. If left untreated, Marginal streets with high amounts of LAD will deteriorate to become partial reconstruction candidates. Marginal streets that are failing due to materials issues or non-load associated failures may become suitable candidates for thick overlays if deferred, without a significant cost increase.

Fair (PCI = 50 to 60) – Moderate Overlay + Structural Patching



George Anderson Road from Breakstone Drive to East Breakstone Drive (GISID 11709, PCI = 57)

– Fair streets have similar characteristics to Marginal streets in that the distresses present tend to be localized and moderate in severity. This street alligator cracking in several isolated spots along the pavement segment. In the image above the most severe cracking exists near a previously patched area, indicating the patch is not sufficient to address the base failings in the area. There are moderate amounts of longitudinal and transverse cracking, with some cracks being deep but localized.

Like Marginal streets, Fair streets can provide a good cost/benefit ratio to an agency if addressed with an adequate rehabilitation technique. Stretching the application for surface treatments into this range can pose a cheap alternative to overlays but does not provide the appropriate renewal to the structural capacity of the pavement and may allow load related deterioration to continue unabated.

Good (PCI = 60 to 70) – Surface Treatments



West North Street from North Willis Avenue to North Leverett Avenue (GISID 3364, PCI = 67) –

Rated as Good, the primary cause of deterioration for this street is the longitudinal and transverse cracking. The pavement surface could be restored with spot patching to remedy the more heavily distressed areas.

Preventive measures on streets considered Good can have a positive impact on the City's funding needs. While the expected life of a slurry seal is not as long as that of an overlay, its ability to slow deterioration and relatively low cost can free up funding for streets in worse condition.

Very Good (PCI = 70 to 85) – Surface Treatments and Localized Rehabilitation



East Joyce Boulevard from Old Missouri Road to North Sunbest Place (GISID 1639, PCI = 82) –

Rated as Very Good, this street displays minor amounts of transverse cracking. It is an example of a candidate for preventive maintenance to extend the life of the roadway. This particular segment could also be widened to reduce some of the traffic congestion and increase safety for local residents attempting to merge on to the street from their driveway.

Also, routine maintenance prevents water intrusion by sealing and slowing crack growth. By keeping water out of the base layers, the pavement life is extended without the need for heavier rehabilitations.

Excellent (PCI = 85 to 100)



East Drake Street from North Peg Lane to North Sierra Avenue (GISID 2068, PCI = 98) – Rated as Excellent, this pavement displays little to no surface distresses. The ride is smooth, and the surface and the base are intact. Excellent roads should be periodically assessed for crack development that would trigger routine maintenance activities.

4.3 City Network Condition Distribution

Figure 14 shows the distribution of pavement condition for the roadway network in Fayetteville.

- Approximately thirty-one percent (30.9%) of the network can be considered in *Excellent* condition and should be closely monitored to ensure timely application of early localized preventive measures.
- Approximately forty-four percent (44.4%) of the network falls into the PCI range considered *Very Good*. These are roads that benefit most from preventive maintenance techniques, such as spot patching and slurry seals.
- Twelve percent (12.1%) of the streets are rated as *Good* and may still be candidates for slurry seals or thin overlays.
- Nine percent (9%) of the network can be considered in *Fair to Marginal* condition and represents candidates for progressively thicker overlay-based rehabilitation. If left untreated, they will decline rapidly into reconstruction candidates.
- Three percent (3.4%) of the network is rated as *Poor* or *Very Poor*, meaning these roadways have deteriorated to the point where surface rehabilitation can no longer restore the pavement to a point of structural adequacy. Rehabilitation of the entire pavement structure is required for these segments.

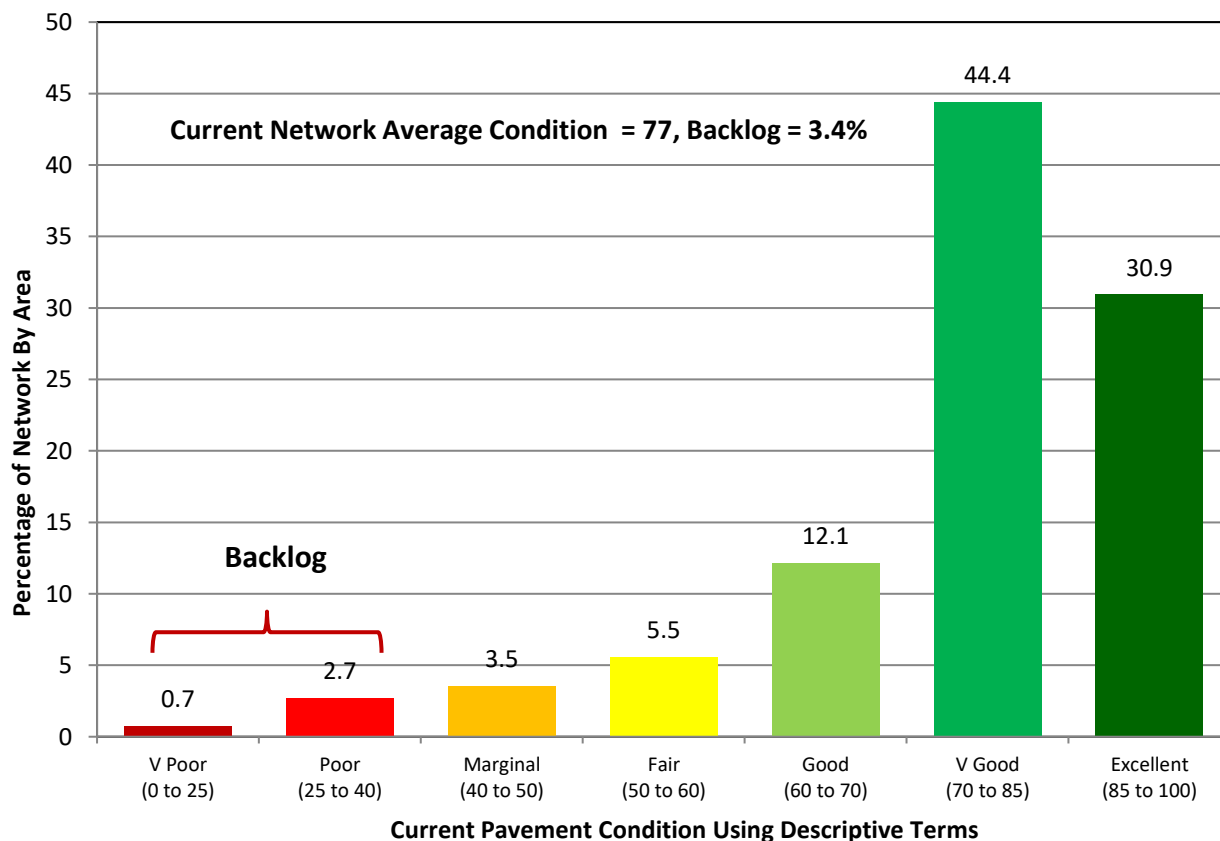


Figure 14 - Roadway Network Present Status Using Descriptive Terms

4.4 Condition By Functional Classification

Analyzing subsets of data in addition to the overall pavement condition can provide a better understanding of where an agency should focus its resources. **Figure 15** displays the distribution of pavement conditions for each functional class.

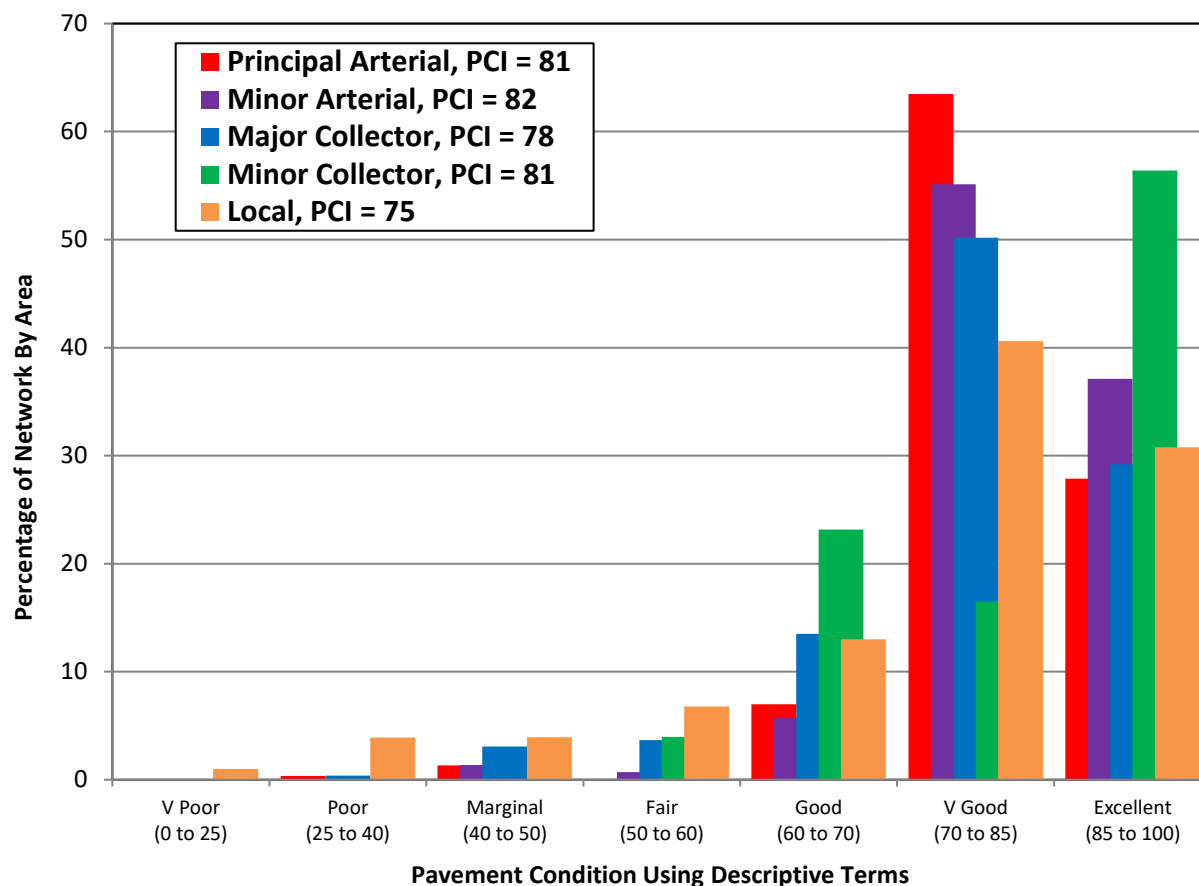


Figure 15 - Condition Rating by Functional Classification

When evaluating the condition of pavement based on the percentage of network it covers, the proportion of each class in the overall network must also be considered. This distribution is illustrated in **Figure 16**.

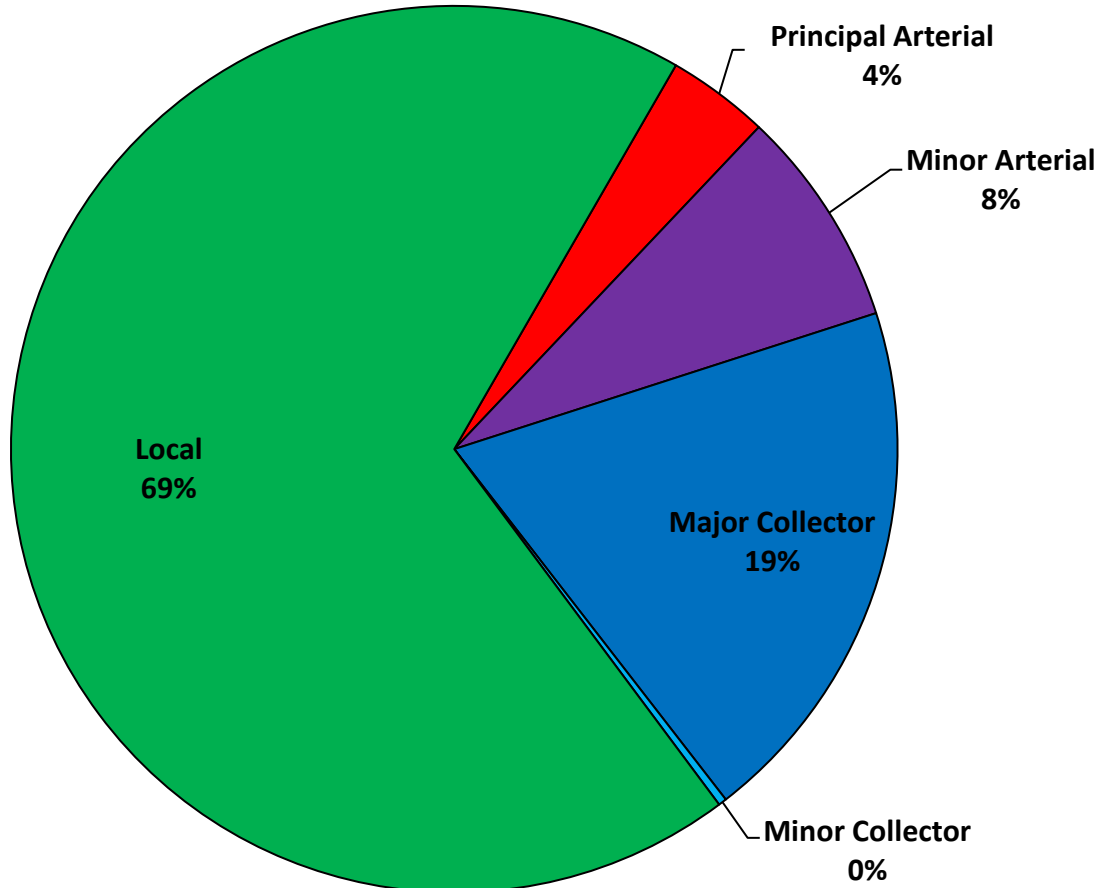


Figure 16 - Functional Classification Distribution By Area

4.5 Condition By Pavement Type

The maintenance and improvement of asphalt and concrete pavements may require different rehabilitation activities that come at different costs. **Figure 17** displays the distribution of pavement conditions for each pavement type.

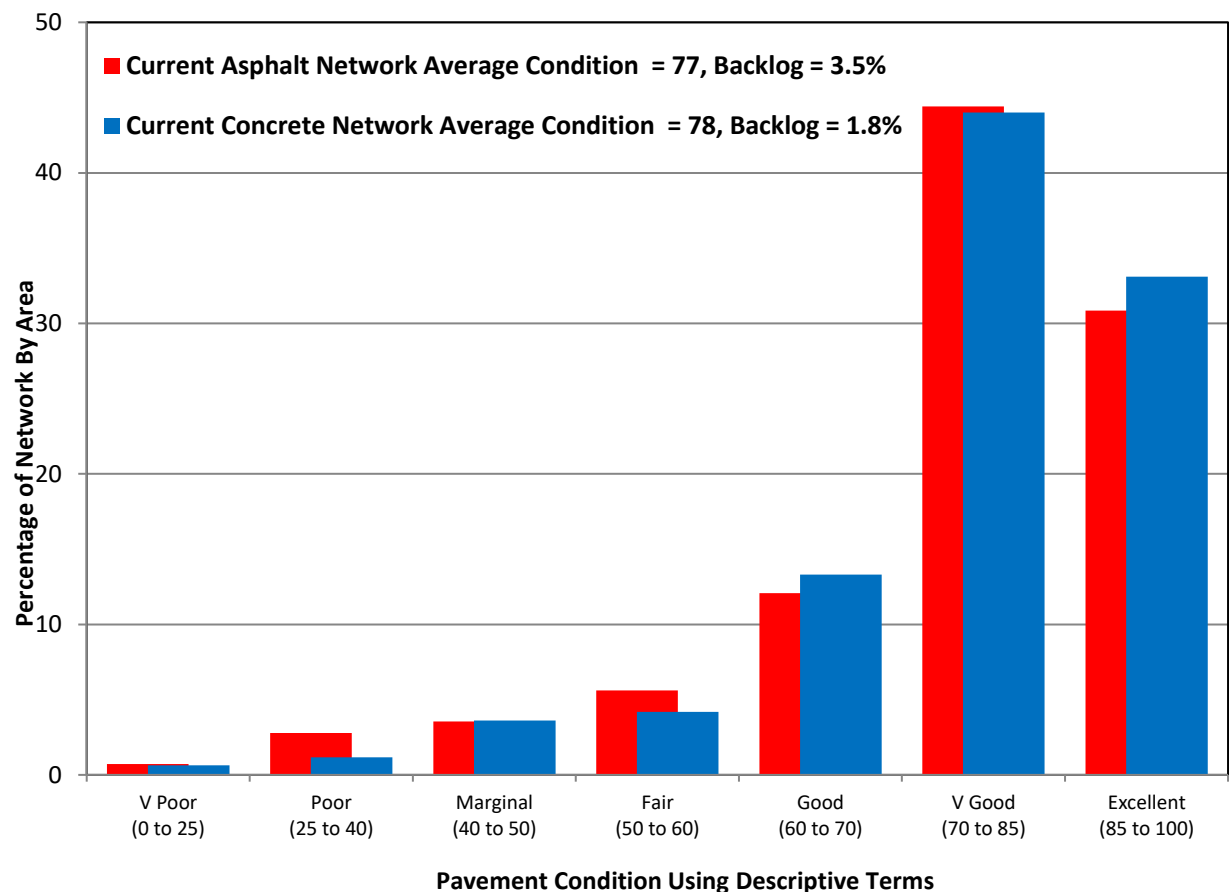


Figure 17 - Current Pavement Condition By Pavement Type

The graph shows that the City’s concrete and asphalt pavement networks present similar condition scores. Since concrete represents only 4% of the overall pavement network, the City can expect most repairs to occur on asphalt. However, it is important to acknowledge that the concrete pavements, though fewer in number, will also be more costly to rehabilitate.

4.6 Summary

Section 4.0 of the report provided a detailed analysis of the results obtained from the pavement condition survey conducted in the City of Fayetteville. The section covered the functional classifications in the City and their respective PCI values, which were further illustrated with pavement photographs taken during the survey. Additionally, the section provided a breakdown of the pavement condition distribution for each functional class and pavement type. **Overall, the network average PCI for Fayetteville was found to be 77 with a backlog of 3.4%.**

5.0 REHABILITATION PLAN & BUDGET DEVELOPMENT

This section discusses the results of the pavement management analysis that was performed using the ESA pavement management system, starting with an overview of the assumptions that were used when implementing the system, such as the unit rates and the selection methodology for rehabilitation candidates. The subsequent section, **5.2**, details the results of each of the various budget runs, along with their predicted conditions. This is highlighted further through a series of charts that are used to demonstrate the advantages and disadvantages of various funding models.

5.1 Key Analysis Set Points and Assumptions

Pavement management analysis requires user input to complete its condition forecasting and prioritization. A series of operating parameters were developed to create an efficient program that is tailored to the City's needs.

Selecting Segments for Rehabilitation

The selection of rehabilitation candidates through a worst-first approach or subjective committee input is neither efficient nor cost effective. It is important to establish a set of criteria and determine their importance in the selection process. ESA has defined commonly used criteria within the program that allows different weighting factors to be applied depending on the City's goals. This approach can lead to more objective and effective selection of rehabilitation candidates.

- **PCI** – As mentioned earlier in this section, the results of the pavement condition survey are used to generate a PCI that ranges from 0-100 where 0 is considered the worst and 100 the best. This factor can be given a higher weight to give greater priority to poor condition streets.
- **Cost of Deferral** – As time passes a pavement will deteriorate and require more costly repairs as it ages. ESA can be configured to prioritize streets nearing the point where this cost increase occurs.
- **Pavement Strength** – Through the use of deflection testing or the prevalence of LAD, the relative strength of a pavement can be determined. A prioritization factor can be applied that gives preference to streets that may deteriorate faster in order to apply more cost-effective rehabilitation early in the life cycle.
- **Pavement Type** – Depending on costs, design life, and the City's goals, a weighting factor can be applied based on the materials used to construct the pavement.
- **Functional Class** – Generally higher volume streets are given the greatest priority within a program since they serve the most vehicles.
- **Planned or Committed Projects** – When developing the rehabilitation plan, projects that are already scheduled to be completed are taken into consideration. This is done by adjusting the PCI scores to reflect the expected improvement resulting from these projects.

For the City, the weighting factors for these categories were established with the aim of maximizing the cost savings associated with the concept of deferred maintenance and addressing Weak pavements with lower PCI scores. The goal is to minimize the growth of the backlog.

Rehabilitation Strategies and Unit Rates

The funding requirements for the City are mainly determined by the rehabilitation strategies and unit rates used in the budget analysis. **Table 4** presents a breakdown of the costs associated with different pavement rehabilitation activities and their application. The table also suggests a recommended rehabilitation funding sequence based on the cost of deferral. A lower number in this column indicates a higher priority for rehabilitation based on the cost of deferral.

The parameters to consider when forming rehabilitation strategies include:

- **Rehab Activity** – This includes the assigned identifier and name of each rehabilitation strategy. Various degrees of slurry sealing are outlined to highlight the increasing cost associated with additional patching requirements for lower PCI streets.
- **Min, Max, and Critical PCI** – The PCI range for the application of a specific rehabilitation activity is determined by the Min and Max values that set the upper and lower limits, while the Critical PCI indicates the threshold at which rehabilitation becomes a higher priority to leverage the cost of deferral factor. There can be overlap in the PCI range to allow for further differentiation based on pavement strength.
- **Unit Rates** – The cost of rehabilitation is presented per square yard for each combination of pavement type, functional class, and rehabilitation activity. A base unit rate is set for the lowest assumed cost of a work type, and it is adjusted for each functional class to account for additional work such as traffic control, intersection improvements, landscaping, utility adjustments, and right-of-way (ROW) infrastructure. IMS worked closely with the City to determine rates that accurately represent the cost of work.

Table 4 – Rehabilitation Rates

Pavement Type		Critical PCI (Need Year)			Rehab Activity							
					Min PCI	Max PCI	Base Unit Rate	Principal Arterial Unit Rate	Minor Arterial Unit Rate	Major Collector Unit Rate	Minor Collector Unit Rate	Local Unit Rate
							(\$/yd2)	(\$/yd2)	(\$/yd2)	(\$/yd2)	(\$/yd2)	(\$/yd2)
FunCL Rate Premium					110	110	108	108	103			
All	Routine Maintenance	85	100	100	0.00	0.00	0.00	0.00	0.00	0.00		
Asphalt	MicroSurface / Chip Seal	70	73	80	3.90	5.10	5.10	5.00	5.00	4.80		
Asphalt	Super Thin ¾" Overlay	60	63	70	3.50	3.90	3.90	3.80	3.80	3.60		
Asphalt	EM/FWM + Moderate Overlay (2.0 - 3.0) + SP (PCI 50-60)	50	54	60	12.75	14.75	14.75	14.25	14.25	13.25		
Asphalt	FWM + Thick Overlay (> 2.0 - 3.0)	40	44	50	19.75	24.00	24.00	22.75	22.75	20.75		
Asphalt	Surf Recon + Base Rehab / FWM + Strctrl Pch + Olay	25	30	40	39.50	48.00	48.00	45.50	45.50	41.50		
Asphalt	ACP Full Depth Reconstruction	0	15	25	58.50	64.50	64.50	63.00	63.00	60.00		
Concrete	PCC Jnt Rehab & Crk Seal	80	82	100	5.00	5.50	5.50	5.50	5.50	5.25		
Concrete	PCC Localized Rehab	70	73	80	11.00	12.75	12.75	12.25	12.25	11.50		
Concrete	PCC Slight Pnl Rplcmnt (<10%)	60	63	70	22.50	27.25	27.25	26.00	26.00	23.75		
Concrete	PCC Moderate Pnl Rplcmnt (< 20%)	50	54	60	34.50	44.00	44.00	41.50	41.50	36.50		
Concrete	PCC Extensive Pnl Rplcmnt (<33%)	40	44	50	47.50	63.00	63.00	59.00	59.00	51.00		
Concrete	PCC Partial Reconstruction	25	30	40	65.50	83.00	83.00	78.50	78.50	69.50		
Concrete	PCC Full Depth Reconstruction	0	15	25	99.50	132.50	132.50	123.50	123.50	107.00		

5.2 Network Budget Analysis Models

The pavement management analysis using the ESA system involved combining the condition assessment, deterioration model, prioritization factors, and rehabilitation assignments to conduct a budget analysis. With this information, the program can predict the outcomes of different funding levels or suggest the funds necessary to achieve specific goals. To model network trends and estimate the funding levels needed to reach certain condition and distribution targets, IMS conducted an analysis using a series of budgets. The results of this analysis are detailed in this section.

Budget Targets

The following scenarios were generated to forecast the outcomes of the current estimated City budget compared to City's target PCI goals over the next five years. The models determine what level of funding may be appropriate going forward. The values for backlog and PCI have been rounded to the nearest whole number to improve legibility. Varying budget figures will have slightly different outcomes that are visible in the charts but may not be completely represented in the legend text.

Five-year Models:

- **Fayetteville Budget** (Green Line) – This represents the City's current average annual budget of **\$1.7M/Yr.** dedicated to pavement preservation and rehabilitation. This level of funding will result in a network average PCI score of **73** and a backlog of around **2%** after five years.
- **Maintain Current Backlog** (Red Dashed Line)– The Maintain Current Backlog budget was developed in order to maintain the current backlog of a little under **3%**. This results in a budget value of **\$1.26M/Yr.** and a PCI increase to **72** after five years.
- **Steady State PCI** (Red Line) – This is simply the funds required to maintain the current network average PCI at around **77**. The annual budget required to do so is approximately **\$4M/Yr.** Backlog will increase to **2%** of the network after five years.
- **PCI Control** (Purple Line) – The PCI Control model determines the funding required to maintain the PCI at a minimum level of **70**. This budget is **\$0.13M/Yr.** and will result in a backlog of **7%** after five years.
- **Backlog Control** (Purple Dashed Line) – The Backlog Control budget was developed in order to restrict the backlog at **6%**. The funding required to achieve this backlog goal is **\$0.34M/Yr.** and will also decrease the PCI to **70** after five years.

The results of the analysis are summarized in **Figure 18**. The x-axis highlights the annual budget, while the y-axis plots the five-year Post Rehab Network Average PCI values. The diagonal blue line is the network trend model developed to show estimated PCI along with a funding range up to \$5M/Yr.

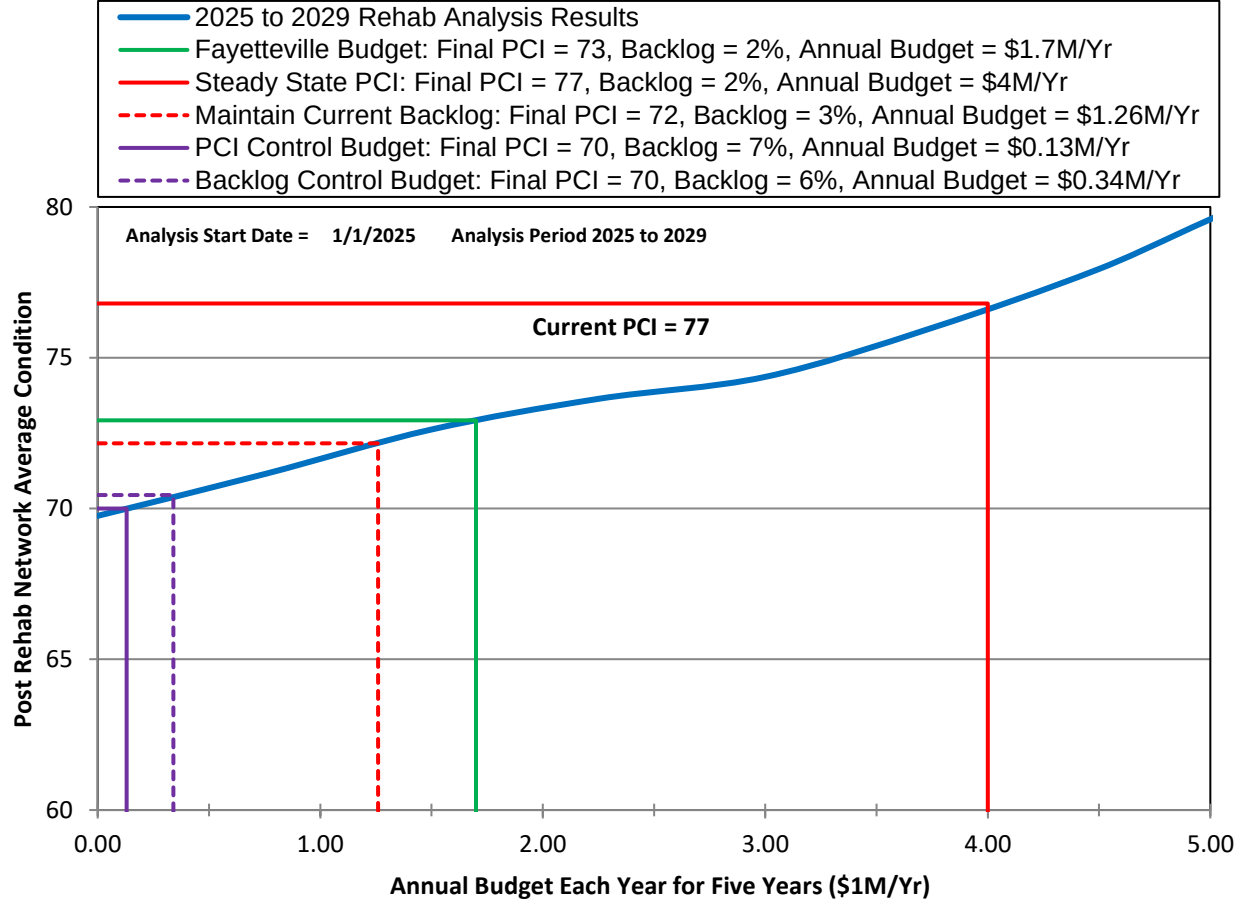


Figure 18 – Five-year Post Rehab Network PCI Analysis Results

Figure 19 presents the resultant network backlog against the annual budget. It is similar to **Figure 18**, but instead of plotting the average PCI score, it displays the total backlog after five years with a blue diagonal line. The City currently maintains a backlog of 3%. As the backlog grows, the funding required to return to the current level will increase.

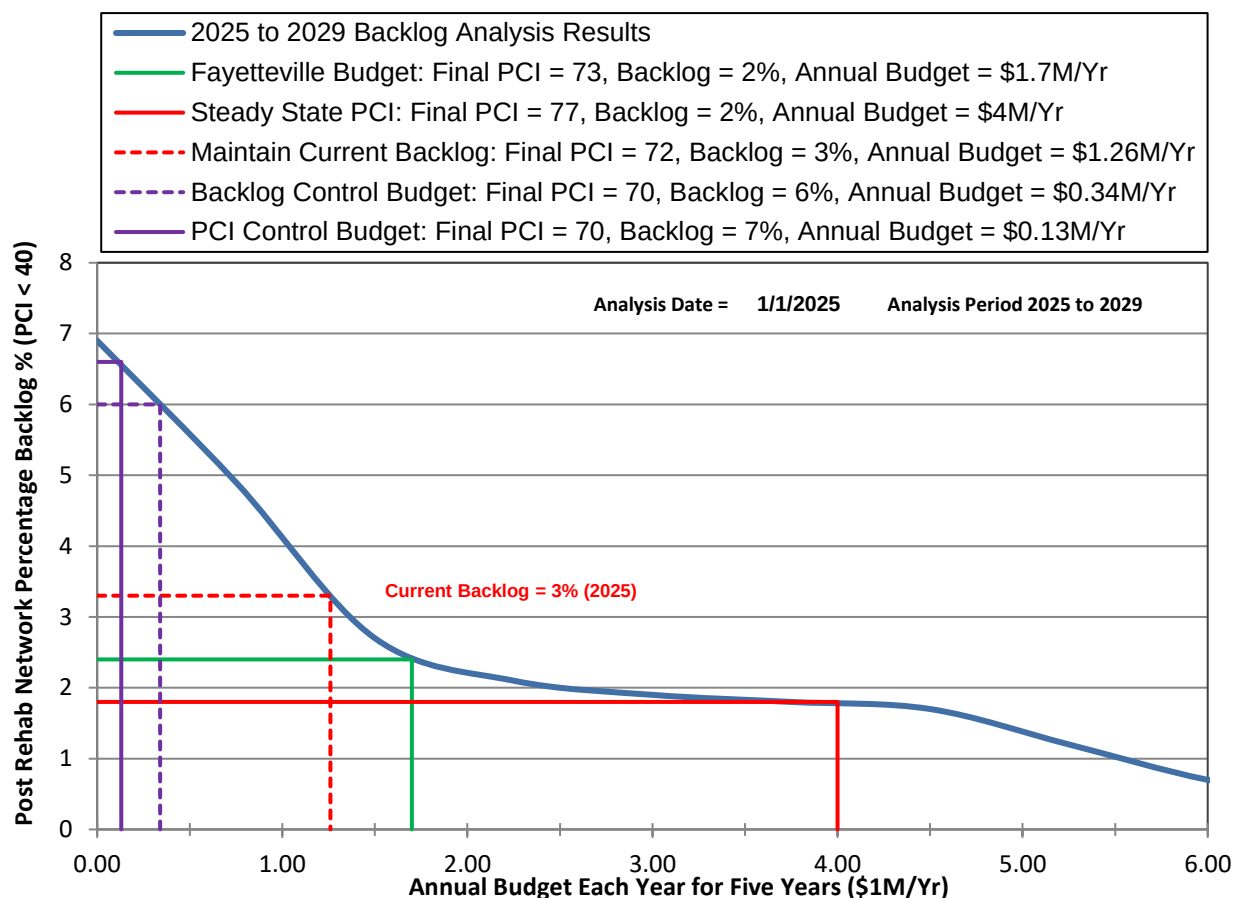


Figure 19 – Five-year Post Rehab Network Backlog Results

Figure 20 presents the analysis results on an annual basis. This shows that if the budget falls below \$4M/Yr. (Steady State PCI Budget), over time the overall condition of the roads is expected to deteriorate as the backlog grows.

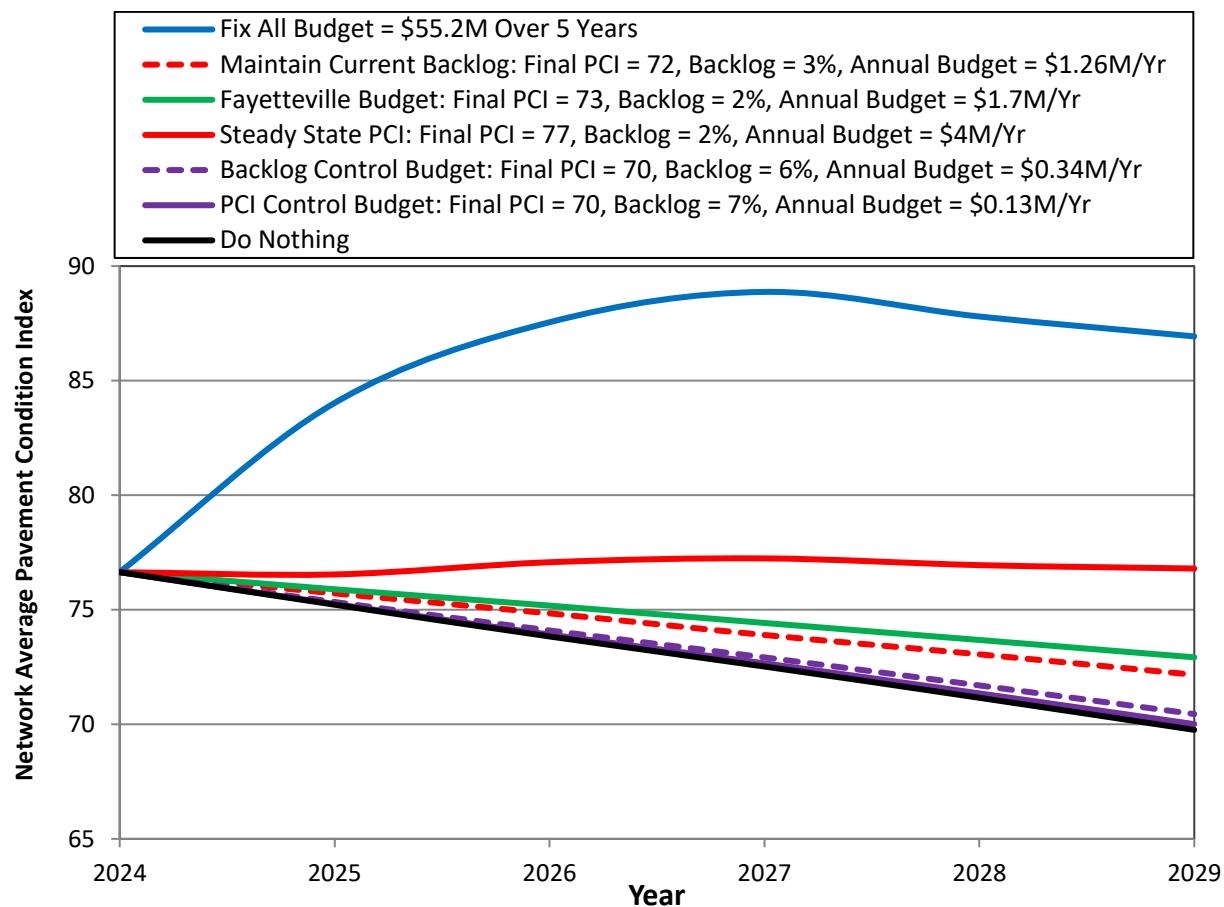


Figure 20 – Five-year Annual PCI

5.3 Post Rehabilitation Condition

Figure 21 compares the percentage of the City's network area separated into each pavement condition category for two scenarios: the current network average condition (shown in red) and the projected condition in five years with the City's budget (shown in blue). The analysis shows that if the City's current budget is maintained, the average PCI is expected to decrease to 73 by the end of the five-year analysis period, and the backlog is projected to decrease to approximately 2.4%.

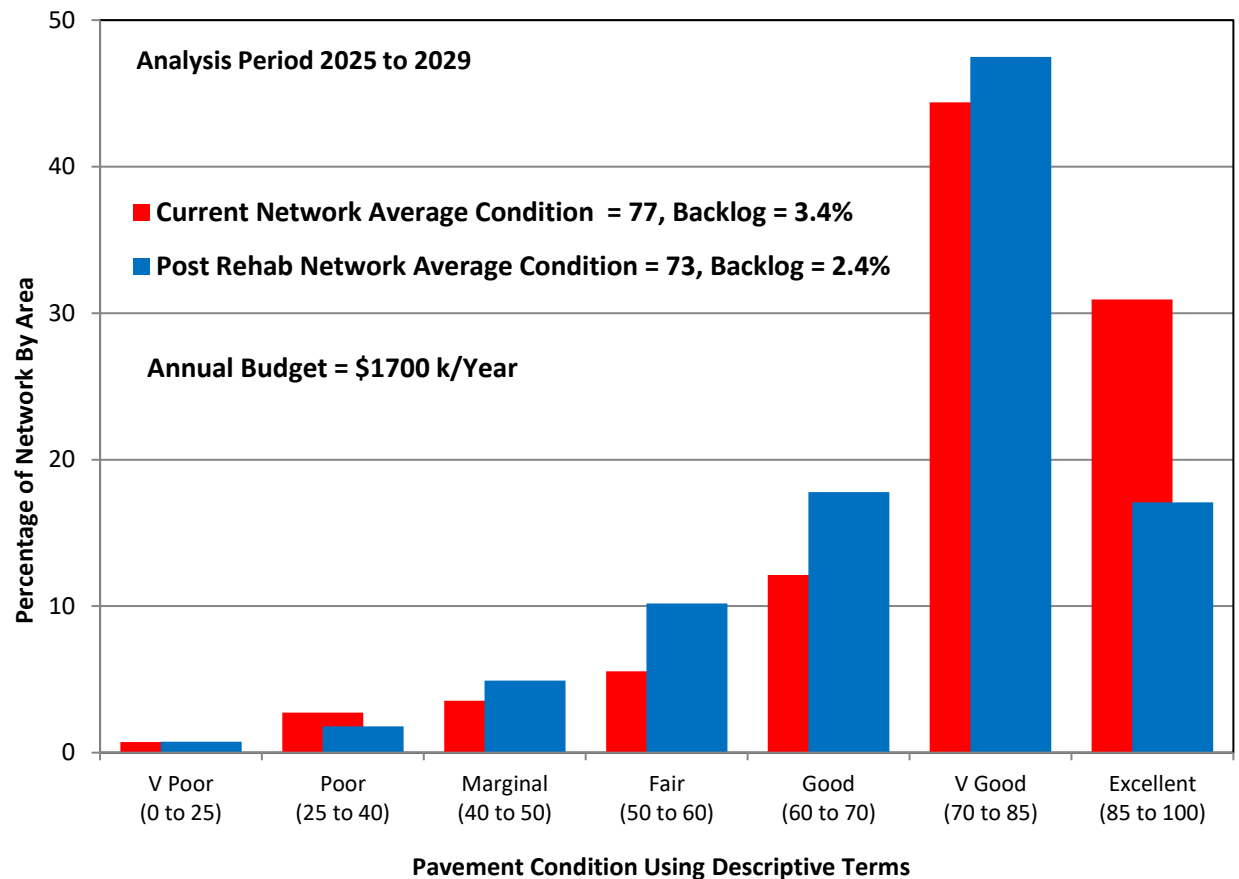


Figure 21 – Comparison of Pavement Condition (Current to 5-year Projection)

5.4 Summary

The pavement analysis models conducted using the ESA program showed that the current annual budget of \$1.7M for pavement management would result in a decrease in pavement condition over a period of five years, resulting in a five-year post rehab PCI of 73 and a backlog of 2.4%. Maintaining the current PCI level at 77 would require an annual budget of approximately \$4M.

6.0 PROJECT RECOMMENDATIONS & COMMENTS

6.1 Project Summary and Recommendations

A pavement condition survey was performed in January 2024 on the full City pavement network. The results of the condition survey were aggregated into the ESA pavement management system. This system facilitated the creation of a georeferenced pavement inventory, enabled the development of a precise model of the network's current condition and anticipated future deterioration, and provided recommendations for funding to meet various level-of-service goals.

The following broad recommendations are presented to the City as an output from the pavement analysis and must be read in conjunction with the previous sections.

- **The City should make efforts to keep the ESA spreadsheet up to date.**

By maintaining and updating the rehabilitation unit rates, work history of the segments, and accuracy of the inventory, the City will be able to reliably forecast funding needs for future years. This allows the City to be proactive in maintaining the condition of the pavement network at an acceptable level.

- **The City should periodically resurvey the pavement network.**

Pavement performance over time involves many variables, such as traffic volumes, environmental factors, maintenance timing, and design standards. As these variables change, the rate at which a pavement deteriorates will change with them. The periodic resurvey of pavement conditions allows the City to track these changes and update models accordingly, ensuring that appropriate rehabilitation measures are being planned.

- **The City should investigate new and additional rehabilitation activities.**

Advancements in pavement rehabilitation technology are constantly being made, and it is recommended that the City periodically update its planned rehabilitation activities in the ESA program to take advantage of these advances.

- **The City should strive to maintain or better its current condition if possible.**

Maintaining a pavement network in good condition is more cost-effective than restoring conditions after deterioration. The City's current pavement network has an overall PCI of 77 with a backlog value of 3.4%. If the current annual budget of \$1.7M is maintained, the models show the PCI will decrease to 73 and the backlog will hover around 2.4% after five years.

6.2 Closing

The IMS Team greatly appreciates the opportunity to work with the City on this pavement management update. Over the course of this project, the team has observed the City staff's dedication to offering the best possible service to their community. IMS stands ready to assist the City with training and technical support as necessary and welcomes the opportunity to work with the City on future pavement management projects.



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops

FROM: Byron Humphry, Parks Maintenance Superintendent

SUBJECT: **FROUD FARMS (LEASE AGREEMENT):**

RECOMMENDATION:

A resolution to approve a lease agreement with Froud Farms for about 63.8 acres of City Park land for the sole purpose of cutting hay for the amount of \$102.00 per year and to cut hay on other park properties as needed for \$1.00 per bale.

BACKGROUND:

Park properties at Hobby Use area at Lake Fayetteville Park, Madison Natural area, Kessler Park, and Combs Park have historically been maintained as natural areas and brush hogged three to four times per year. In 2010, 2015, and again in 2020, the City entered a 5-year agreement with Froud Farms to mow these areas for hay. This agreement saved staff time and expense by not having to brush hog these areas. The latest agreement expired at the end of 2024.

DISCUSSION:

A request for bids was advertised on January 19, 2025. Only one bid was received which was from Froud Farms in the amount of \$102 per year. In addition to the four properties listed above, the current bid also includes a provision to mow other park properties as needed for \$1 per bale.

BUDGET/STAFF IMPACT:

Staff time and expense required to brush hog undeveloped land will be reduced. In addition, \$102 will be received annually.

ATTACHMENTS: SRF (#3) , Bid Tab 25-28 (#4), Froud Farms Hay Lease Agreement (#5), Bid 25-28, Submittal - Froud Farms - E (#6)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-387

FROUD FARMS (LEASE AGREEMENT):

A RESOLUTION TO AWARD BID # 25-28 AND AUTHORIZE A FIVE-YEAR HAY FIELD LEASE WITH FROUD FARMS FOR ABOUT 63.8 ACRES AT LAKE FAYETTEVILLE, MADISON NATURAL AREA, KESSLER PARK, AND COMBS PARK FOR THE AMOUNT OF \$102.00 PER YEAR, AND TO AUTHORIZE MOWING AT OTHER PARK PROPERTIES AS NEEDED FOR THE AMOUNT OF \$1.00 PER BALE

WHEREAS, in order to save maintenance costs and staff time required to mow about 63.8 acres of meadows in four city parks, the Parks and Recreation Department requested bids from persons wishing to cut hay from these fields; and

WHEREAS, Froud Farms submitted the best bid of \$102.00 per year and has agreed to all terms in the attached lease agreement.

NOW, THEREFORE 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 #25-28 and authorizes Mayor Rawn to sign the attached five year hay field lease agreement with Froud Farms for approximately 63.8 acres of meadows at Lake Fayetteville, Madison Natural Area, Kessler Park, and Combs Park to Froud Farms for the amount of \$102.00 per year and further authorizes Froud Farms to mow or bale hay at other park properties as needed for the amount of \$1.00 per bale.

City of Fayetteville Staff Review Form

2025-387

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Byron Humphry

3/19/2025

PARKS OPERATIONS (521)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a lease agreement with Froud Farms for about 63.8 acres of City Park land for the sole purpose of cutting hay for the amount of \$102.00 per year and to cut hay on other park properties as needed for \$1.00 per bale.

Budget Impact:

1010.520.5250-4405.01

General

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 2,500.00

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,500.00

Purchase Order Number:

Previous Ordinance or Resolution # Resolution 154-20

Change Order Number:

Approval Date: 6/4/2020

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 25-28, Hay Fields Lease - Parks and Recreation

DEADLINE: Thursday, February 13, 2025 at 2:00 PM

				Froud Farms	
				Total	\$102.00
Line #	Description	QTY	UOM	Unit	Extended
	Hay Lease on 4 Parcels that total approximately 63.8 acres on City of Fayetteville Parks Land	1	Year	\$102.00	\$102.00
1.1	Hay Lease on Parcel A - 19.9 acres	1	Year	\$1.00	
1.2	Hay Lease on Parcel B - 6 acres	1	Year	\$1.00	
1.3	Hay Lease on Parcel C - 15.1 acres	1	Year	\$50.00	
1.4	Hay Lease on Parcel D - 22.8 acres	1	Year	\$50.00	
	Price per Bale for Additional Parcels	1	Bale	\$1.00	

* NOTICE: Bid award is contingent upon supplier meeting minimum specifications and formal authorization by City Officials.

 02/13/25
Kenny Fitch, Sr. Procurement Agent

 02/13/25
Amanda Baifuss, Procurement Director



This contract (lease) executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and Froud Farms of 566 E. Lee Froud Rd., Fayetteville, AR 72701 in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property:** The City of Fayetteville hereby leases to Froud Farms, and Froud Farms hereby leases from City, the following described property in Washington County, Arkansas (referred to as “leased property”):

Approximately 63.8 acres or that portion of Park property marked on the maps entitled, “Parcel A, Parcel B, Parcel C, and Parcel D”, attached hereto and made a part hereof.

2. **Term:** This lease shall be for a term of five (5) years commencing on the date of contract award by Fayetteville City Council in 2025 and ending on December 31, 2029.

3. **Payment:** In consideration of the City leasing the above described property to Froud Farms for the aforesaid term, Froud Farms agrees to pay the City a total sum of \$ 102.00 USD annually, on or before the 1st day of July of each year for the length of the lease. In addition, as needed, other parcels may be periodically identified and coordinated with the City to cut and remove hay, and in such instances Froud Farms agrees to pay the City \$ 1.00 USD per bale.

4. **Conditions:** This lease shall be subject to the following conditions:

- a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Parcel A, Parcel B, Parcel C, and Parcel D and/or any additional parcels as coordinated with the City and according to all terms and conditions and information contained in Bid 25-28.
- b. Froud Farms agrees that livestock shall not be permitted to enter upon any land owned by the City of Fayetteville, or the land included in this lease.
- c. Froud Farms shall keep and maintain the property covered by this lease in a good, acceptable condition; that they will keep all fence rows and drains free and clear of weeds, underbrush, and obstructions at all times.
- d. Froud Farms shall fertilize the leased lands on an annual basis according to soil test recommendations Froud Farms shall fertilize these leased areas with fertilizer approved by the Parks and Recreation Division **prior to** fertilization taking place. No poultry litter or other animal

manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.

- e. **Froud Farms** agrees to exercise caution and reasonable care during the cutting and removal of hay so that airport patrons, their property, and/or adjacent property owners are not injured or endangered.
- f. **Froud Farms** shall brush-hog, or keep the brush cut annually, from all areas not mowed for hay.
- g. **Froud Farms** shall not erect any structures or buildings on the leased property including, but not limited to, fences or gates, without written permission from the City and an amendment to this contract.
- h. **Froud Farms** shall not permit any public nuisance to exist on the leased property.
- i. **Froud Farms** shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from the leased property any tree, rock, soil, or minerals, except for hay. Furthermore, **Froud Farms** agrees that they will not hunt or allow hunting by any person or persons on the leased property.
- j. **Froud Farms** agrees that the City, or its agents, shall have the right to enter the leased property when deemed necessary without notification, or compensation owed to **Froud Farms**.
- k. The City of Fayetteville shall have the right to grant easements on, over, and across the leased property.
- l. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the **Froud Farms** as damages by reason of the exercise of any of these rights and privileges.
- m. **Froud Farms** agrees to hold harmless and indemnify the City from any and all claims or damages caused by **Froud Farms** 's activities on the leased property.
- n. **Froud Farms** shall not assign this Lease or sublet any part of the leased property without first obtaining written consent from the City of Fayetteville and an amendment to this contract.
- o. This agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.
- p. **Froud Farms** shall be responsible for any damages to the leased property caused by performance under this contract.

5. **Standard Federally Required Conditions:** Under no circumstance shall this lease serve as an exclusive right to provide this service. The City of Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **Froud Farms** shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of the service provided.
6. **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 contractor 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 coping costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and FROUD FARMS by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Molly A. Rawn, Mayor

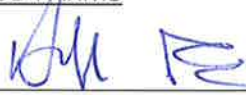
ATTEST:

By: _____

Kara Paxton, City Clerk

Date Signed: _____

FROUD FARMS

By: 

Signature

By: Darrell Froud

Printed Name and Title

Date Signed: 3/11/2025



Lease Area

Exhibit A1

PARCEL A **Lake Fayetteville Park**

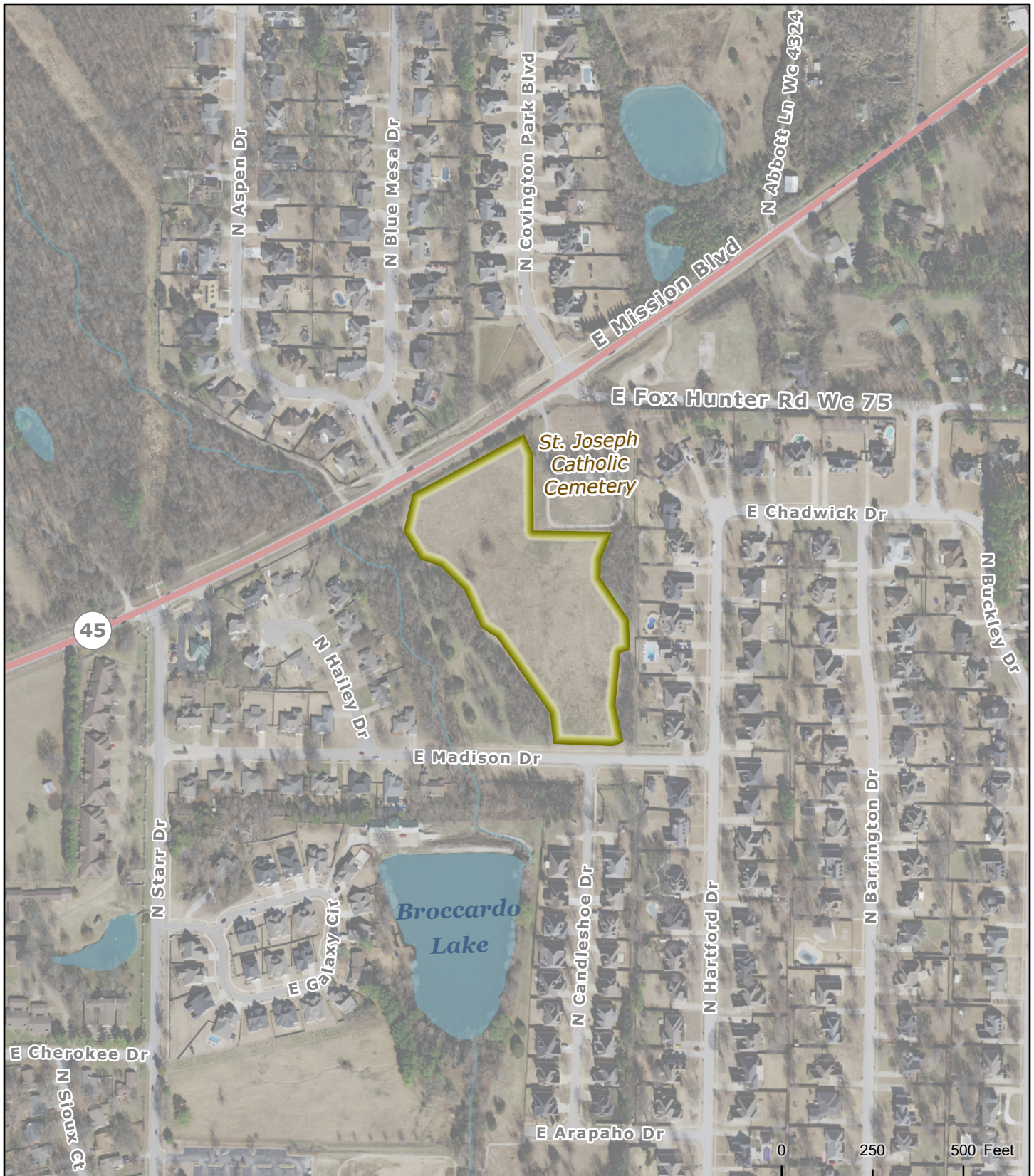
Approximately 19.9 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/15/2025
Path: G:\GIS2\Projects\2025\Hay Lease Maps\Hay Lease Maps.aprx



Lease Area

Exhibit A2

PARCEL B **Madison Natural Area**

Approximately 6.0 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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Created: 1/15/2025
Path: G:\GIS2\Projects\2025\Hay Lease Maps\Hay Lease Maps.aprx



Lease Area

Exhibit A3

PARCEL C Combs Park

Approximately 15.1 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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Created: 1/15/2025
Path: G:\GIS2\Projects\2025\Hay Lease Maps\Hay Lease Maps.aprx



Lease Area

Exhibit A4

PARCEL D

Kessler Mountain

Approximately 22.8 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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Created: 1/15/2025
Path: G:\GIS2\Projects\2025\Hay Lease Maps\Hay Lease Maps.aprx



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 25-28

Froud farms

Supplier Response

Event Information

Number: Bid 25-28
Title: Hay Fields for Lease - Parks and Recreation
Type: Invitation to Bid
Issue Date: 1/19/2025
Deadline: 2/13/2025 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the cut, bale, and hay removal on City Park land. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Procurement Director, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Contact Information

Contact: Amanda Beilfuss
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

Froud farms Information

Contact: Darrell Froud
Address: 1750 Steele Rd
Springdale, AR 72762
Phone: (479) 841-9651
Email: darrell9651@yahoo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Darrell Froud

Signature

darrell9651@yahoo.com

Email

Submitted at 2/8/2025 11:31:51 AM (CT)

Requested Attachments

Bid 25-28, Required Bid Form

doc12388720250208112454.pdf

Please attach your competed and signed Bid Form located in the 'Attachments' tab.

Response Attachments

doc12388720250208112454.pdf

bid

Bid Attributes

1 Additional Parcels as Needed:

Additional parcels may be identified as needed as coordinated with the City to be cut as the price per bale bid. Please put your price per bale for any additional parcels.

\$1

2 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I don't agree

4 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

Bid Lines**1 Package Header**

Hay Lease on 4 Parcels that total approximately 63.8 acres on City of Fayetteville Parks Land

Quantity: 1 UOM: Year Total: \$102.00

Item Notes: *Please list your pricing as the pricing for 1 year.*

Package Items**1.1** Hay Lease on Parcel A - 19.9 acres

Quantity: 1 UOM: Year Price: \$1.00 Total: \$1.00

1.2 Hay Lease on Parcel B - 6 acres

Quantity: 1 UOM: Year Price: \$1.00 Total: \$1.00

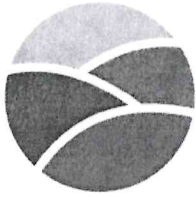
1.3 Hay Lease on Parcel C - 15.1 acres

Quantity: 1 UOM: Year Price: \$50.00 Total: \$50.00

1.4 Hay Lease on Parcel D - 22.8 acres

Quantity: 1 UOM: Year Price: \$50.00 Total: \$50.00

Response Total: \$102.00



Frost

**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-28, Hay Fields for Lease – Parks and Recreation

DEADLINE: Thursday, February 13, 2025 before 2:00 PM, Local Time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 01/19/2025

INVITATION TO BID

Bid 25-28, Hay Fields for Lease – Parks and Recreation

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Division.

City of Fayetteville
Bid 25-28, Hay Fields for Lease – Parks and Recreation
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-28, Hay Fields for Lease – Parks and Recreation

The City of Fayetteville is seeking bids from qualified vendors for the cut, bale, and hay removal land. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City Procurement Director, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, February 20, 2025, before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed proposal to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the deadline. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids will be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for a Bidder's technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified small and women business enterprises* to bid on and receive contracts for goods, services, and construction. The City of Fayetteville encourages all general contractors to subcontract portions of their contract with small, minority and women business enterprises.

All interested parties shall be qualified to do business and licensed in accordance with all applicable state and local governments where the project is located.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the date of the bid opening.

City of Fayetteville

By: Amanda Beilfuss, Procurement Director

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 01/19/2025

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$167.99

City of Fayetteville, AR

Bid 25-28, Hay Fields for Lease – Parks and Recreation

Page 2 of 18

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
6. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

9. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
10. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Froid Farms
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 566 E LEE Froid Rd

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: 479-200-8791 FAX: _____

*E-MAIL: darrell9651@yahoo.com

TAX ID NUMBER: 26-4699537 UNIQUE ENTITY #: _____

*BY: (PRINTED NAME) DARRELL Froid

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: Owner/Partner *DATE: 2/8/2025

Acknowledge Addendums:

Addendum No. 4 Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Division Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Procurement Director. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF BID:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE BID OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing their signature to this bid, agrees to the following: "bidder certifies that their bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City 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 (Contractor) 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss via e-mail (abeilfuss@fayetteville-ar.gov). No oral interpretation or clarifications will be given as to the meaning of any part of this bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j. Any information provided herein is intended to assist the bidder in the preparation necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS:

- i. Appendix A: Maps of Lease Areas

CONTINUES ON NEXT PAGE

City of Fayetteville
Bid 25-28, Hay Fields for Lease – Parks and Recreation
Technical Specifications

1. GENERAL

- a. This solicitation involves the City of Fayetteville's desire to lease land for the single use of hay production by a third party.
- b. This lease includes approximately 63.8 acres, or that portion of Park property marked on the maps titled, "Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4", attached hereto and made a part hereof in Washington County, Arkansas.
- c. This Lease shall be for a term of five (5) years commencing on the day approved by the Fayetteville City Council in 2025 and ending on December 31, 2029.
- d. In consideration of Fayetteville leasing the above described property to highest bidder for the aforesaid term, bidder agrees to pay Fayetteville a total sum as presented on the bid form.
- e. Initial first term payment shall be made within seven (7) calendar days after Notice of Award and no later than July 01 each succeeding year while this lease is in effect.
- f. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4 and/or any additional parcel as coordinated with the City and paid at the price per bale bid.
 - i. Parcel A includes 19.9 acres located south of Ivey Ln and east of Crossover Rd.
 - ii. Parcel B includes 6 acres located north of Madison Dr. just northwest of the intersection with Hartford Dr.
 - iii. Parcel C includes 15.1 acres located north of Borick Dr. at Combs Park.
 - iv. Parcel D includes 22.8 acres located west of Judge Cummings Rd. located at Kessler Mountain Regional Park.
 - v. Additional Parcels may be identified as needed as coordinated with the City to be cut as the price per bale bid.
- g. Livestock shall not be permitted to enter upon any land owned by City of Fayetteville, or the land included in this lease.
- h. Baled hay shall be removed promptly.
- i. Bidder shall keep and maintain the property covered by this lease in a good condition; that he/she will keep all fence rows and drains free and clear of weeds, underbrush and obstructions at all times. Bidder shall not worsen or knowingly permit any public nuisance to exist on park land and shall use care to prevent rutting or damage to all park areas.

- j. Bidder shall fertilize said lands as needed according to soil test recommendations. Bidder shall fertilize these leased areas with fertilizer approved by the Parks and Recreation Department **prior to fertilization** taking place. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.
- k. Bidder shall brush-hog or otherwise keep the brush cut annually from all areas not mowed for hay.
- l. Removal of downed trees and limbs from the haying area should only commence upon approval from the Parks Department.
- m. Gates shall be locked at all times.
- n. Bidder shall not erect any structures of any nature whatsoever on said property including additional fences or gates without explicit written permission from the City.
- o. Bidder agrees to exercise caution and reasonable care during cutting and removal of hay so that park patrons or adjacent property owners are not injured or endangered.
- p. Bidder shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from said above described lands any tree, soil, rock, or minerals of any kind whatsoever, except for hay.
- q. Bidder specifically agrees that he/she will not hunt or allow hunting by any person or persons on said leased property.
- r. Bidder agrees that Fayetteville, or its agents, shall always have the right to enter upon said property for the purposes of inspecting property.
- s. City of Fayetteville shall have the right of granting easements for any purpose on, over, and across said property.
- t. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the bidder as damages by reason of the exercise of any of these rights and privileges.
- u. Bidder hereby agrees to hold harmless and indemnify Fayetteville from any and all claims or damages occasioned by or arising from bidder's activities upon the above described property.
- v. Bidder shall not assign this Lease or sublet any part of the above described property without first obtaining the written consent of Fayetteville.
- w. Lease agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party. Notice as provided for herein shall be sufficient if sent by Certified Mail, as completed and agreed upon the final lease agreement.

- x. **Standard Federally Required Conditions.** Under no circumstances is this lease an exclusive right to provide this service. Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **(NAME)** shall furnish services on a fair, equal and not unjustly discriminatory basis to all users of the service provided.

END OF TECHNICAL SPECIFICATIONS



This contract (lease) executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and ****NAME**** of _____ ****ADDRESS**** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property:** The City of Fayetteville hereby leases to ****NAME****, and ****NAME**** hereby leases from City, the following described property in Washington County, Arkansas (referred to as "leased property"):

Approximately 63.8 acres or that portion of Park property marked on the maps entitled, "Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4", attached hereto and made a part hereof.

2. **Term:** This lease shall be for a term of five (5) years commencing on the date of contract award by Fayetteville City Council in 2025 and ending on December 31, 2029.
3. **Payment:** In consideration of the City leasing the above described property to ****NAME**** for the aforesaid term, ****NAME**** agrees to pay the City a total sum of \$_____ USD annually, on or **before the 1st day of July** of each year for the length of the lease. In addition, as needed, other parcels may be periodically identified and coordinated with the City to cut and remove hay, and in such instances ****NAME**** agrees to pay the City \$_____ USD per bale.
4. **Conditions:** This lease shall be subject to the following conditions:
 - a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4 and/or any additional parcels as coordinated with the City and according to all terms and conditions and information contained in Bid 25-28.
 - b. ****NAME**** agrees that livestock shall not be permitted to enter upon any land owned by the City of Fayetteville, or the land included in this lease.
 - c. ****NAME**** shall keep and maintain the property covered by this lease in a good, acceptable condition; that they will keep all fence rows and drains free and clear of weeds, underbrush, and obstructions at all times.
 - d. ****NAME**** shall fertilize the leased lands on an annual basis according to soil test recommendations. ****NAME**** shall fertilize these leased areas with fertilizer approved by

the Parks and Recreation Division **prior to** fertilization taking place. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.

- e. **NAME** agrees to exercise caution and reasonable care during the cutting and removal of hay so that airport patrons, their property, and/or adjacent property owners are not injured or endangered.
- f. **NAME** shall brush-hog, or keep the brush cut annually, from all areas not mowed for hay.
- g. **NAME** shall not erect any structures or buildings on the leased property including, but not limited to, fences or gates, without written permission from the City and an amendment to this contract.
- h. **NAME** shall not permit any public nuisance to exist on the leased property.
- i. **NAME** shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from the leased property any tree, rock, soil, or minerals, except for hay. Furthermore, **NAME** agrees that they will not hunt or allow hunting by any person or persons on the leased property.
- j. **NAME** agrees that the City, or its agents, shall have the right to enter the leased property when deemed necessary without notification, or compensation owed to **NAME**.
- k. The City of Fayetteville shall have the right to grant easements on, over, and across the leased property.
- l. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the **NAME** as damages by reason of the exercise of any of these rights and privileges.
- m. **NAME** agrees to hold harmless and indemnify the City from any and all claims or damages caused by **NAME**'s activities on the leased property.
- n. **NAME** shall not assign this Lease or sublet any part of the leased property without first obtaining written consent from the City of Fayetteville and an amendment to this contract.
- o. This agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.

p. **NAME** shall be responsible for any damages to the leased property caused by performance under this contract.

5. **Standard Federally Required Conditions:** Under no circumstance shall this lease serve as an exclusive right to provide this service. The City of Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **Ann Harbison** shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of the service provided.
6. **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 contractor 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and **NAME** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

NAME

By: _____
Molly A. Rawn, Mayor

By: _____
Signature

ATTEST:

By: _____
Printed Name and Title

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____



Lease Area

Exhibit A4

PARCEL D

Kessler Mountain

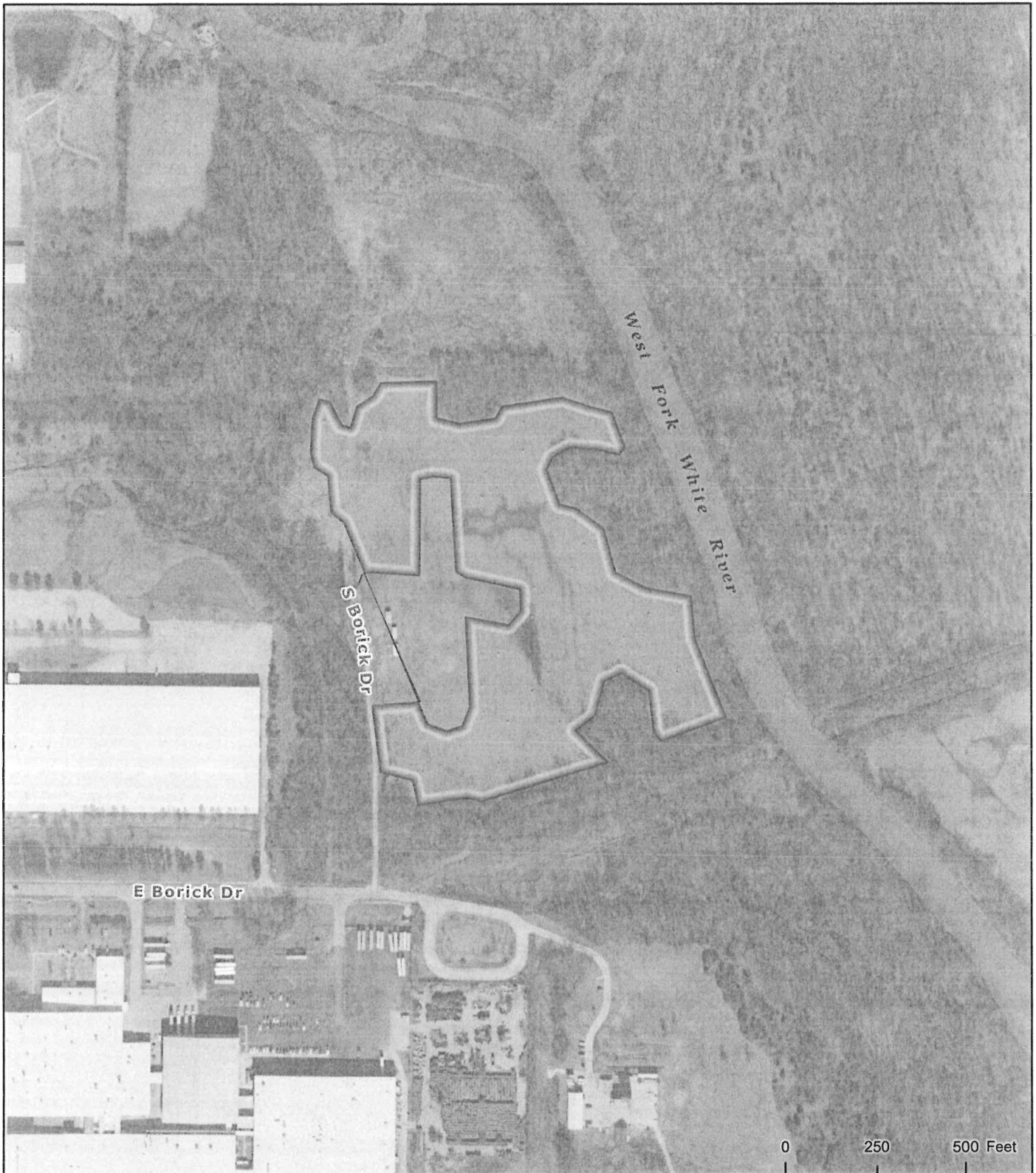
Approximately 22.8 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

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Lease Area

Exhibit A3

PARCEL C Combs Park

Approximately 15.1 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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Lease Area

Exhibit A2

PARCEL B Madison Natural Area

Approximately 6.0 ac

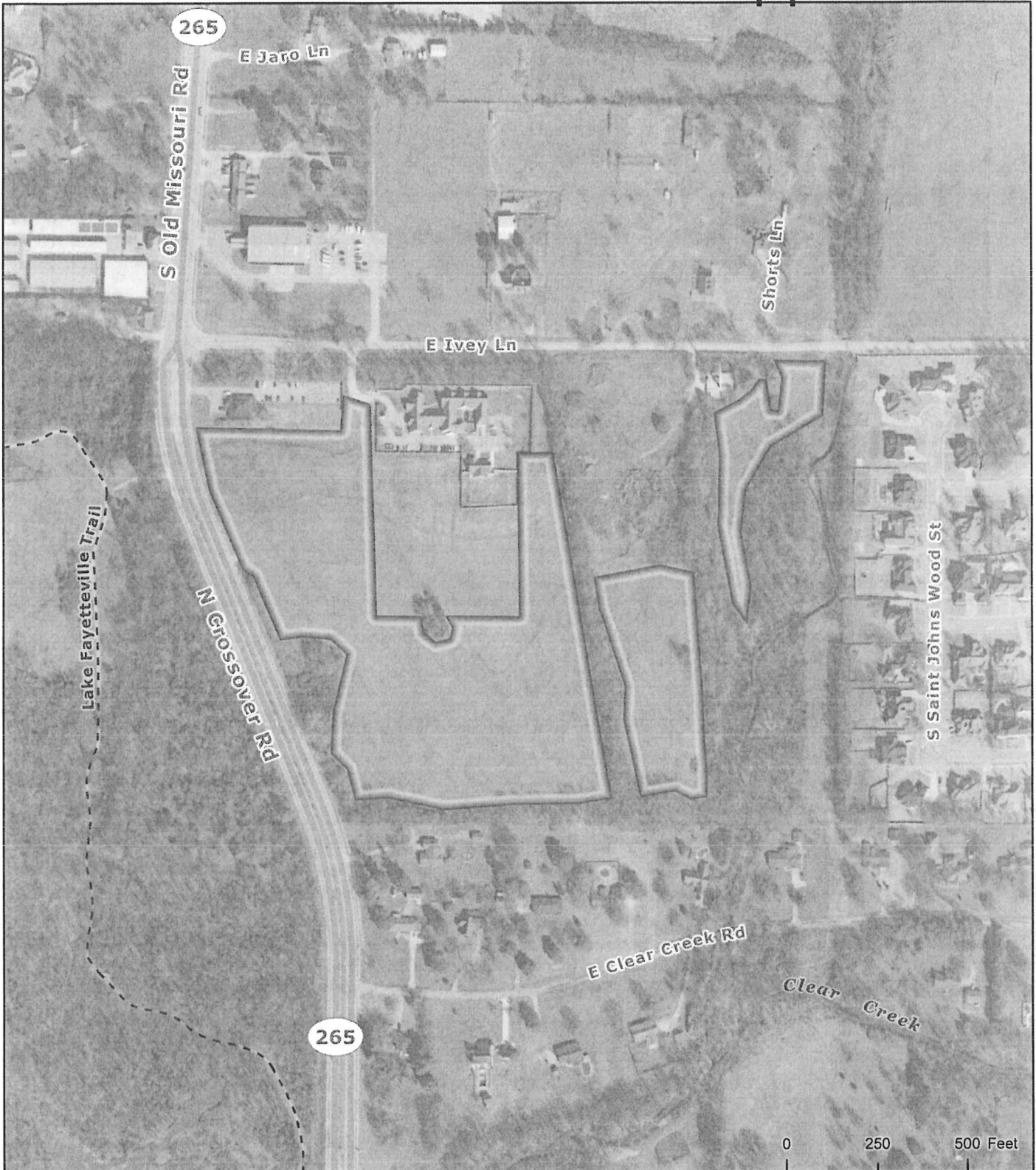


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FAYETTEVILLE
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Appendix A



Lease Area

Exhibit A1

PARCEL A **Lake Fayetteville Park**

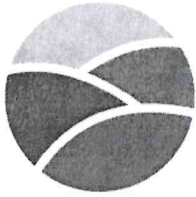
Approximately 19.9 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-28, Hay Fields for Lease – Parks and Recreation

DEADLINE: Thursday, February 13, 2025 before 2:00 PM, Local Time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 01/19/2025

INVITATION TO BID

Bid 25-28, Hay Fields for Lease – Parks and Recreation

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Division.

City of Fayetteville
Bid 25-28, Hay Fields for Lease – Parks and Recreation
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-28, Hay Fields for Lease – Parks and Recreation

The City of Fayetteville is seeking bids from qualified vendors for the cut, bale, and hay removal land. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City Procurement Director, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, February 20, 2025, before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed proposal to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the deadline. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids will be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for a Bidder's technical equipment.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified small and women business enterprises* to bid on and receive contracts for goods, services, and construction. The City of Fayetteville encourages all general contractors to subcontract portions of their contract with small, minority and women business enterprises.

All interested parties shall be qualified to do business and licensed in accordance with all applicable state and local governments where the project is located.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the date of the bid opening.

City of Fayetteville

By: Amanda Beilfuss, Procurement Director

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 01/19/2025

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$167.99

City of Fayetteville, AR

Bid 25-28, Hay Fields for Lease – Parks and Recreation

Page 2 of 18

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
6. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
8. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

 X 1.) NO KNOWN RELATIONSHIP EXISTS

 2.) RELATIONSHIP EXISTS (Please explain): _____

9. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
10. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Froid Farms
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 566 E LEE Froid Rd

*CITY: Fayetteville *STATE: AR *ZIP: 72701

*PHONE: 479-200-8791 FAX: _____

*E-MAIL: darrell9651@yahoo.com

TAX ID NUMBER: 26-4699537 UNIQUE ENTITY #: _____

*BY: (PRINTED NAME) DARRELL Froid

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: Owner/Partner *DATE: 2/8/2025

Acknowledge Addendums:

Addendum No. 4 Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of Bidder's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Division Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Bidder's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- g. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Procurement Director. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Amanda Beilfuss, City Procurement Director, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF BID:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE BID OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing their signature to this bid, agrees to the following: "bidder certifies that their bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City 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 (Contractor) 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss via e-mail (abeilfuss@fayetteville-ar.gov). No oral interpretation or clarifications will be given as to the meaning of any part of this bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

- j. Any information provided herein is intended to assist the bidder in the preparation necessary to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit bids meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Bidder hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. ATTACHMENTS TO BID DOCUMENTS:

- i. Appendix A: Maps of Lease Areas

CONTINUES ON NEXT PAGE

City of Fayetteville
Bid 25-28, Hay Fields for Lease – Parks and Recreation
Technical Specifications

1. GENERAL

- a. This solicitation involves the City of Fayetteville's desire to lease land for the single use of hay production by a third party.
- b. This lease includes approximately 63.8 acres, or that portion of Park property marked on the maps titled, "Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4", attached hereto and made a part hereof in Washington County, Arkansas.
- c. This Lease shall be for a term of five (5) years commencing on the day approved by the Fayetteville City Council in 2025 and ending on December 31, 2029.
- d. In consideration of Fayetteville leasing the above described property to highest bidder for the aforesaid term, bidder agrees to pay Fayetteville a total sum as presented on the bid form.
- e. Initial first term payment shall be made within seven (7) calendar days after Notice of Award and no later than July 01 each succeeding year while this lease is in effect.
- f. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4 and/or any additional parcel as coordinated with the City and paid at the price per bale bid.
 - i. Parcel A includes 19.9 acres located south of Ivey Ln and east of Crossover Rd.
 - ii. Parcel B includes 6 acres located north of Madison Dr. just northwest of the intersection with Hartford Dr.
 - iii. Parcel C includes 15.1 acres located north of Borick Dr. at Combs Park.
 - iv. Parcel D includes 22.8 acres located west of Judge Cummings Rd. located at Kessler Mountain Regional Park.
 - v. Additional Parcels may be identified as needed as coordinated with the City to be cut as the price per bale bid.
- g. Livestock shall not be permitted to enter upon any land owned by City of Fayetteville, or the land included in this lease.
- h. Baled hay shall be removed promptly.
- i. Bidder shall keep and maintain the property covered by this lease in a good condition; that he/she will keep all fence rows and drains free and clear of weeds, underbrush and obstructions at all times. Bidder shall not worsen or knowingly permit any public nuisance to exist on park land and shall use care to prevent rutting or damage to all park areas.

- j. Bidder shall fertilize said lands as needed according to soil test recommendations. Bidder shall fertilize these leased areas with fertilizer approved by the Parks and Recreation Department **prior to fertilization** taking place. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.
- k. Bidder shall brush-hog or otherwise keep the brush cut annually from all areas not mowed for hay.
- l. Removal of downed trees and limbs from the haying area should only commence upon approval from the Parks Department.
- m. Gates shall be locked at all times.
- n. Bidder shall not erect any structures of any nature whatsoever on said property including additional fences or gates without explicit written permission from the City.
- o. Bidder agrees to exercise caution and reasonable care during cutting and removal of hay so that park patrons or adjacent property owners are not injured or endangered.
- p. Bidder shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from said above described lands any tree, soil, rock, or minerals of any kind whatsoever, except for hay.
- q. Bidder specifically agrees that he/she will not hunt or allow hunting by any person or persons on said leased property.
- r. Bidder agrees that Fayetteville, or its agents, shall always have the right to enter upon said property for the purposes of inspecting property.
- s. City of Fayetteville shall have the right of granting easements for any purpose on, over, and across said property.
- t. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the bidder as damages by reason of the exercise of any of these rights and privileges.
- u. Bidder hereby agrees to hold harmless and indemnify Fayetteville from any and all claims or damages occasioned by or arising from bidder's activities upon the above described property.
- v. Bidder shall not assign this Lease or sublet any part of the above described property without first obtaining the written consent of Fayetteville.
- w. Lease agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party. Notice as provided for herein shall be sufficient if sent by Certified Mail, as completed and agreed upon the final lease agreement.

- x. **Standard Federally Required Conditions.** Under no circumstances is this lease an exclusive right to provide this service. Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **(NAME)** shall furnish services on a fair, equal and not unjustly discriminatory basis to all users of the service provided.

END OF TECHNICAL SPECIFICATIONS



This contract (lease) executed this _____ day of _____, 2025, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and ****NAME**** of _____ ****ADDRESS**** in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property:** The City of Fayetteville hereby leases to ****NAME****, and ****NAME**** hereby leases from City, the following described property in Washington County, Arkansas (referred to as "leased property"):

Approximately 63.8 acres or that portion of Park property marked on the maps entitled, "Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4", attached hereto and made a part hereof.

2. **Term:** This lease shall be for a term of five (5) years commencing on the date of contract award by Fayetteville City Council in 2025 and ending on December 31, 2029.
3. **Payment:** In consideration of the City leasing the above described property to ****NAME**** for the aforesaid term, ****NAME**** agrees to pay the City a total sum of \$_____ USD annually, on or **before the 1st day of July** of each year for the length of the lease. In addition, as needed, other parcels may be periodically identified and coordinated with the City to cut and remove hay, and in such instances ****NAME**** agrees to pay the City \$_____ USD per bale.
4. **Conditions:** This lease shall be subject to the following conditions:
 - a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hayfield(s) on Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4 and/or any additional parcels as coordinated with the City and according to all terms and conditions and information contained in Bid 25-28.
 - b. ****NAME**** agrees that livestock shall not be permitted to enter upon any land owned by the City of Fayetteville, or the land included in this lease.
 - c. ****NAME**** shall keep and maintain the property covered by this lease in a good, acceptable condition; that they will keep all fence rows and drains free and clear of weeds, underbrush, and obstructions at all times.
 - d. ****NAME**** shall fertilize the leased lands on an annual basis according to soil test recommendations. ****NAME**** shall fertilize these leased areas with fertilizer approved by

the Parks and Recreation Division **prior to** fertilization taking place. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.

- e. **NAME** agrees to exercise caution and reasonable care during the cutting and removal of hay so that airport patrons, their property, and/or adjacent property owners are not injured or endangered.
- f. **NAME** shall brush-hog, or keep the brush cut annually, from all areas not mowed for hay.
- g. **NAME** shall not erect any structures or buildings on the leased property including, but not limited to, fences or gates, without written permission from the City and an amendment to this contract.
- h. **NAME** shall not permit any public nuisance to exist on the leased property.
- i. **NAME** shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from the leased property any tree, rock, soil, or minerals, except for hay. Furthermore, **NAME** agrees that they will not hunt or allow hunting by any person or persons on the leased property.
- j. **NAME** agrees that the City, or its agents, shall have the right to enter the leased property when deemed necessary without notification, or compensation owed to **NAME**.
- k. The City of Fayetteville shall have the right to grant easements on, over, and across the leased property.
- l. Fayetteville shall have the right to enter upon said land for the purpose of constructing and/or maintaining anything that Fayetteville in its own judgment may require without the necessity to notify, or of having to pay any compensation to the **NAME** as damages by reason of the exercise of any of these rights and privileges.
- m. **NAME** agrees to hold harmless and indemnify the City from any and all claims or damages caused by **NAME**'s activities on the leased property.
- n. **NAME** shall not assign this Lease or sublet any part of the leased property without first obtaining written consent from the City of Fayetteville and an amendment to this contract.
- o. This agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.

p. **NAME** shall be responsible for any damages to the leased property caused by performance under this contract.

5. **Standard Federally Required Conditions:** Under no circumstance shall this lease serve as an exclusive right to provide this service. The City of Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **Ann Harbison** shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of the service provided.
6. **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 contractor 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.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and **NAME** by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

NAME

By: _____
Molly A. Rawn, Mayor

By: _____
Signature

ATTEST:

By: _____
Printed Name and Title

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____



Lease Area

Exhibit A4

PARCEL D

Kessler Mountain

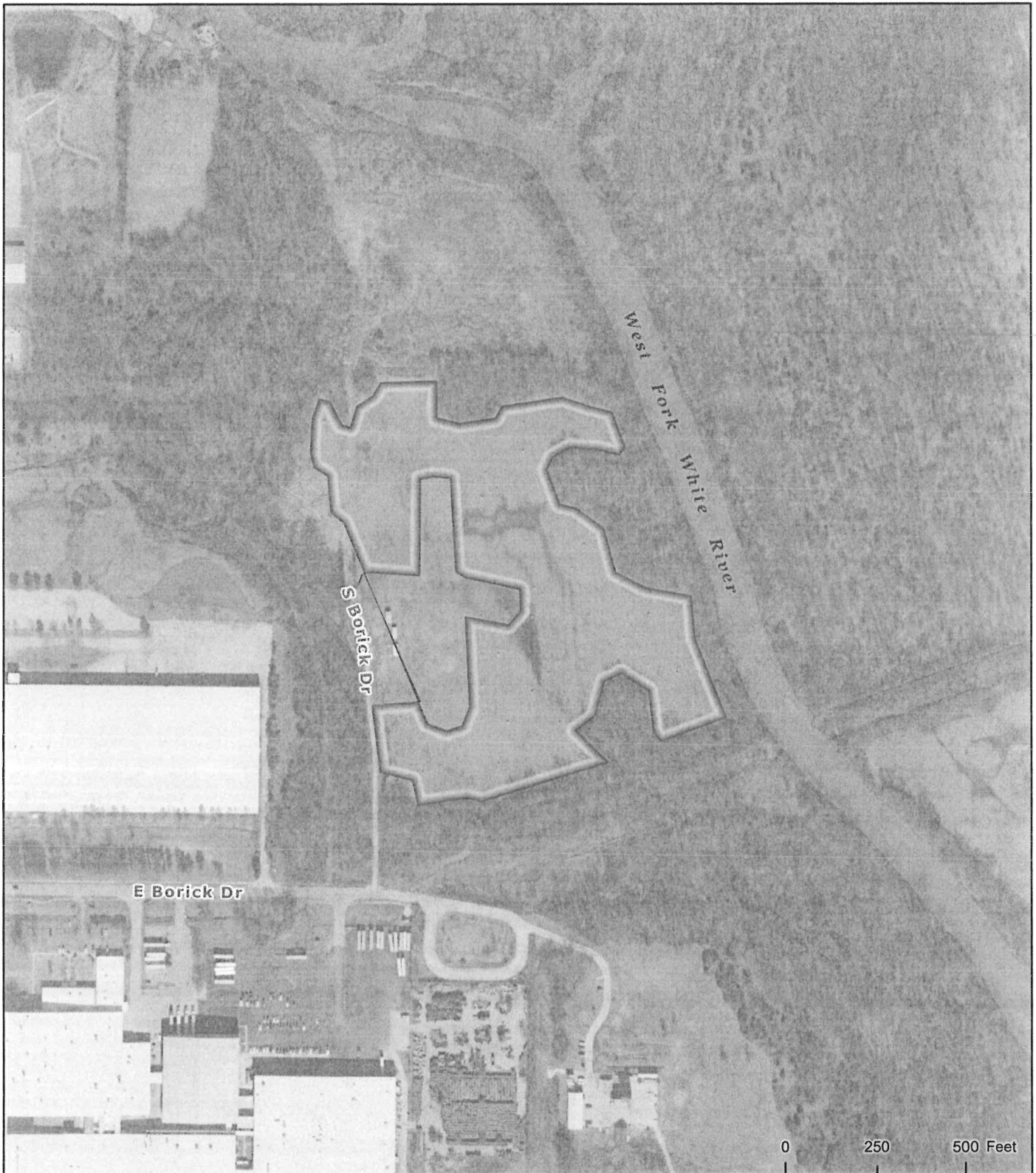
Approximately 22.8 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

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0 250 500 Feet



Lease Area

Exhibit A3

PARCEL C Combs Park

Approximately 15.1 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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Lease Area

Exhibit A2

PARCEL B Madison Natural Area

Approximately 6.0 ac



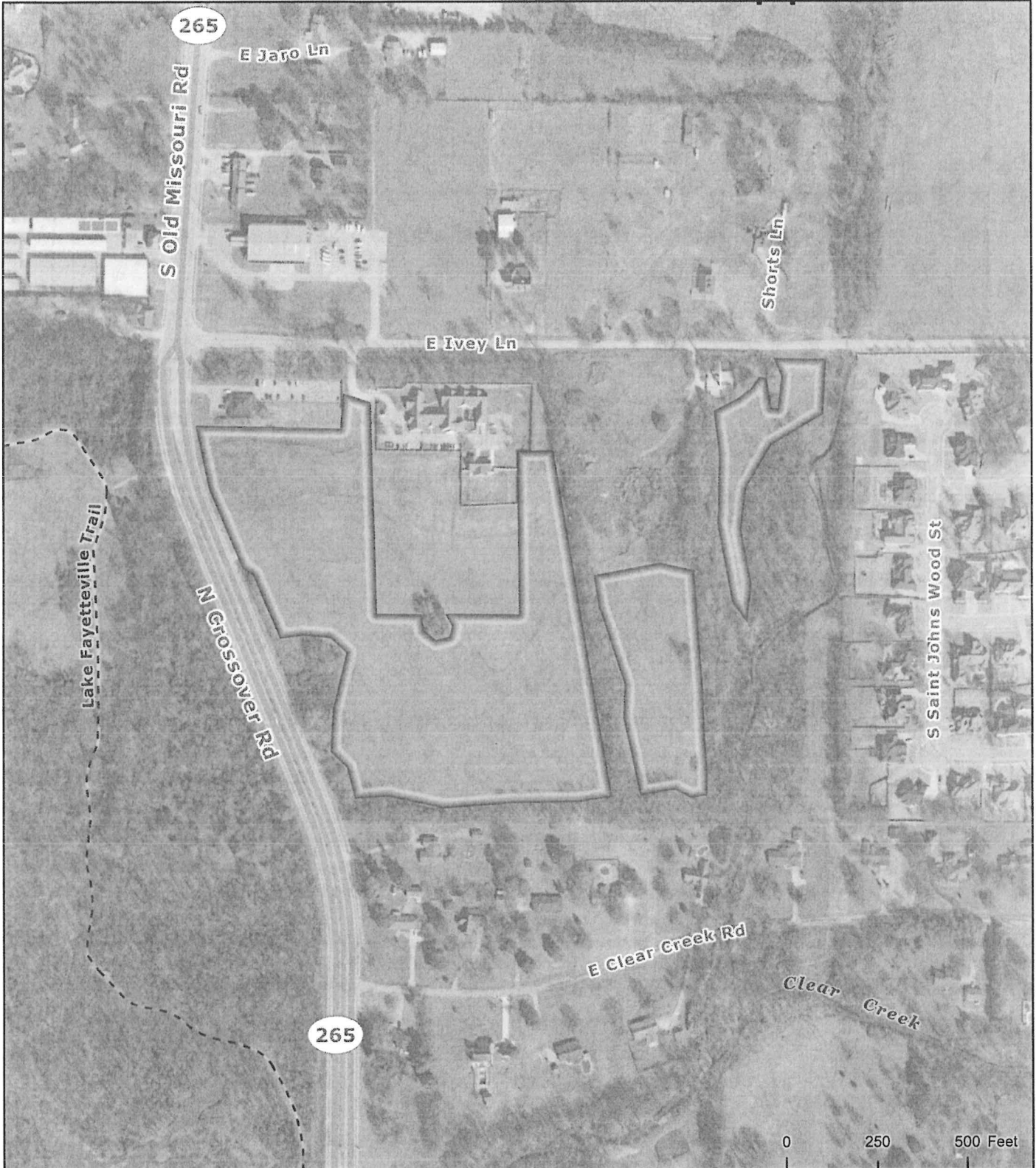
**CITY OF
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Appendix A



Lease Area

Exhibit A1

PARCEL A **Lake Fayetteville Park**

Approximately 19.9 ac



**CITY OF
FAYETTEVILLE
ARKANSAS**

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MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

SUBJECT: **ARKANSAS HISTORIC PRESERVATION PROGRAM (GRANT AWARD):**

RECOMMENDATION:

City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2025 grant year in the amount of \$72,000. \$70,000 of the grant is for a city-wide windshield survey of historic properties and \$2,000 is for Historic District Commission training.

BACKGROUND:

In December of 2024 City Council approved the application for a Certified Local Government Grant (CLG) in the amount of \$70,356 from the Arkansas Historic Preservation Program (AHPP). On March 24, 2025, staff received an email from AHPP that the full grant amount requested was awarded to the City of Fayetteville. This will provide a total project budget for phase one of the city-wide windshield survey of historic properties of \$70,000 and \$2,000 for Historic District Commission training.

DISCUSSION:

In July 2023 the Fayetteville City Council adopted the Heritage and Historic Preservation Master Plan. This Heritage and Historic Preservation Plan provided objectives and actions for historic preservation work for the next ten years (2023-2033). One of the five overall goals resulting from this plan calls for the City to “identify and protect historic properties for future generations” (Goal 3).

Protection of historic properties begins with the systematic and comprehensive survey of historical resources. A key Action Item to accomplish Goal 3 in the plan is to prepare and conduct a comprehensive city-wide windshield survey (3.4). A windshield-level survey consists of driving a large area to understand the composition and makeup and to note those properties or areas with the most potential to have historic significance. This project would focus on properties constructed before 1970. The information gathered by the survey includes architectural style or features, approximate construction date, and evaluation of threats and preservation prioritization. This proposed project is aligned with Action Items 3.4 – Windshield Survey, 3.6 – Historic District Outreach, 3.7 – Local Historic District Designation, 4.4 – Program Promotion, 4.7 – Learning Opportunities: Workshops, and 5.5 – Historic Contexts: Diverse Histories in the city’s Heritage & Historic Preservation Plan that was adopted by the City Council in July 2023.

This year an in-person training will be available to the Historic District Commissioners and Long Range

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

Planning staff in El Dorado, Arkansas, with training details including exact date forthcoming. Training funds are encouraged by AHPP to be submitted with this grant application as qualifying training opportunities are eligible for grant funding. This training is required to meet the criteria for a Certified Local Government and is aligned with Action Items 1.2 – Commission Qualifications and 1.3 – Training of the city's Heritage & Historic Preservation Plan.

The CLG grant is a reimbursement grant. The City must be under contract for the citywide survey project by September 12, 2025 and must complete the grant-funded work by September 30, 2026.

BUDGET/STAFF IMPACT:

This will add \$70,000 for phase 1 of a city-wide windshield survey of historic properties and \$2,000 for Historic District Commission training.

ATTACHMENTS: SRF (#3) , BA (#4), Grant Agreement (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-427

ARKANSAS HISTORIC PRESERVATION PROGRAM (GRANT AWARD):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTIFIED LOCAL GOVERNMENT GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF \$72,000.00 FOR PHASE 1 OF A CITY-WIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES AND HISTORIC DISTRICT COMMISSION TRAINING, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, in July 2023 the Fayetteville City Council adopted the Heritage and Historic Preservation Master Plan that provided objectives and actions for historic preservation work for the next ten years (2023-2033); and

WHEREAS, one of the five overall goals of the Heritage and Historic Preservation Master Plan calls for the City to “identify and protect historic properties for future generations”; and

WHEREAS, on December 4, 2024, the City Council approved Resolution 290-24 authorizing an application for grants from the Arkansas Historic Preservation Program for a city-wide windshield survey of historic properties and historic district commission training and, on March 24, 2025, the City was notified that it had been awarded the full amount requested.

NOW, THEREFORE, 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 authorizes Mayor Rawn to accept a Certified Local Government Grant from the Arkansas Historic Preservation Program in the amount of \$72,000.00 for Phase 1 of a city-wide windshield survey of historic properties and Historic District Commission training.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-427

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Kylee Cole

3/28/2025

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$72,000.00 and to approve a budget adjustment. The grant award is \$70,000 for phase 1 of a city-wide windshield survey of historic properties and \$2,000 for Historic District Commission training.

Budget Impact:

1010.090.6600-4309.01

General

Account Number

Fund

32207.2501

AHPP CLG Grant - Windshield Survey

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 72,000.00

Remaining Budget

\$ 72,000.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2025	LONG RANGE PLANNING (634)	
	Requestor: Kylee Cole	

A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of \$72,000 and to approve a budget adjustment. The grant award is \$70,000 for phase one of a citywide windshield survey and \$2,000 for Historic District Commission training.

	COUNCIL DATE:	4/15/2025
	ITEM ID#:	2025-427
	Holly Black	
	3/25/2025 8:31 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 25-CLG-03

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **\$72,000** for the purpose of funding Phase I of a citywide windshield architectural survey, and for expenses related to approved travel and training opportunities.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund Phase I of a citywide windshield survey.
\$70,000 is designated for this activity.

TASK B. The City will fund travel and training expenses for AHPP-approved conferences and events.
\$2,000 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2025, and shall extend until September 30, 2026. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2026. No work on any grant task will be undertaken, continued, or carried out after September 30, 2026.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2026, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables, if applicable, as described in section IV. The schedule of work as described in section IV may not be amended without prior written approval from AHPP.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2025.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2025-2026 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. Citywide Windshield Survey, Phase I

- a. The City will be under contract with a consultant to complete the project by September 12, 2025.
- b. Work on the project will begin no later than October 24, 2025.
- c. The City and consultant will submit samples of completed fieldwork deliverables for early AHPP review no later than January 9, 2026.
- d. The City and AHPP staff will meet to review preliminary results of completed fieldwork no later than April 10, 2026.
- e. All final deliverables, as described in the final scope of work with the consultant, will be submitted to AHPP by June 22, 2026.
- f. The City may invoice AHPP for the full cost of the project after AHPP accepts the final deliverables as complete.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

- A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	Date Due
March-June, 2025	July 15, 2025
July-Sept, 2025	October 15, 2025
October-December, 2025	January 15, 2026
January-March, 2026	April 15, 2026
April-June, 2026	July 15, 2026
July-September, 2026	October 15, 2026
FINAL	October 28, 2026

- B. The report of April 15, 2026, will be accompanied by a timeline for completion of all tasks and spend down of project funds by the end of the grant term.
- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.
- E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.
- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2026.
- G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP.

VIII. COMPLIANCE

- A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.
- B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.
- C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars (\$10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar (\$1) but less than ten thousand dollars

(\$10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

- D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

- A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, Federal Assistance Number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: <https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm> The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.
- B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.

- C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.
- D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.
- E. Indirect costs are not eligible for reimbursement under this award.
- F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.
- G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- 1) Administrative Requirements:

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- 2) Determination of Allowable Costs:

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and*

- 3) Audit Requirements:

- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.*

- 4) Code of Federal Regulations/Regulatory Requirements:

- 2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";*

- 2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";*

- 43 CFR Part 18, "New Restrictions on Lobbying";*

- 2 CFR Part 175, "Trafficking Victims Protection Act of 2000".*

- FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and*

- 2 CFR Part 25, System for Award Management (www.SAM.gov).*

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. “No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.” In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 “Strengthening Buy American Preferences for Infrastructure Projects” that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or

other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- D. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

- A. Historic Resources Survey & Documentation
- B. National Register of Historic Places Nominations
- C. Design Guidelines & Preservation Plans
- D. Rehabilitation Work to Historic Properties
- E. Other Consultant Contracts & Products
- F. SOI Professional Qualifications Standards

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201

City of Fayetteville Signature

Name (printed)

Title

Date

Date

APPENDIX A: Historic Resources Survey & Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
- d. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.
- e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.
- f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

- a. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register & Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
- b. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register & Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register & Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.
- c. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product. A copy of this manual will be provided by AHPP upon request.
- d. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at Identification Guidelines (U.S. National Park Service) (nps.gov)). The survey report should, at minimum, contain the following elements:
 - i. Survey methodology
 - ii. A brief historic context specific to the area surveyed
 - iii. A brief overview of historic resource types within the area surveyed
 - iv. Maps outlining the boundaries of the area surveyed
 - v. Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
 - vi. Maps locating properties by resource number and address
 - vii. Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable,

digital format, such as a database, spreadsheet, GIS data, or similar data file.

- e. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
- f. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared, summarizing its history and any identifiable changes to the building that appear to have occurred since its construction.
- g. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form.
- h. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register & Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.
- i. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.
- j. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- k. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
- l. The contractor will provide their own transportation and equipment.

- m. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property and shall be included with final project deliverables.
- n. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C.) AHPP RESPONSIBILITIES

- a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
- b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
- c. AHPP will provide resource numbers to the contractor as necessary for project completion.
- d. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.
- e. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
- d. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.
- e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

- f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

- a. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.
- b. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the "National Register Photo Policy Factsheet."
- c. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions.
- d. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.
- e. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.
- f. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough

completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.

- g. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
- h. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- i. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.
- j. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.
- k. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.
- l. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.

- m. The contractor will conduct meetings with AHPP as required to complete the project.
- n. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C.) AHPP RESPONSIBILITIES

- a. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.
- b. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.
- c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines & Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
- d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.
- e. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.
- f. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a

preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

- a. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at Preservation Planning Standards (U.S. National Park Service) (nps.gov)).
- b. The contractor will draft design guidelines, when applicable, that include, at minimum:
 - i. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
 - ii. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A.C.A. § 14-172-201, et seq., and local ordinance.
 - iii. A list of addresses within such historic districts;
 - iv. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
 - v. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
 - vi. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
 - vii. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.
- c. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
- d. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish,

reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

- e. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.
- f. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

C. AHPP RESPONSIBILITIES

- a. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
- b. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.
- d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.
- e. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.
- f. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.
 - i. A site plan that has the north direction clearly marked
 - ii. A city/county map with the site of the property clearly labeled

- iii. Set of plans and specifications for the project
 - iv. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.
 - v. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
 - vi. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.
- g. The City will ensure that the Contractor performs all work in compliance with the plans, milestones, and specifications as approved by AHPP.
 - h. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.
 - i. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:
 - j. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - k. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 - l. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 - m. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 - n. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 - o. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

- p. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- q. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- r. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- s. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

- a. The Contractor will perform all work in compliance with the plans and specifications as approved by AHPP.
- b. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:
- c. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
- d. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
- e. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- f. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

- g. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
- h. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
- i. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
- j. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- k. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
- l. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
- m. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.
- n. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- o. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

- p. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

- a. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.
- b. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.
- c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts & Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

- a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.
- b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.
- c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP. All milestones and deadlines between the City and Contractor must be consistent with those outlined in the CLG Grant Agreement. Adjustment of these milestones must have advance AHPP approval.
- d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.
- e. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.
- f. The City will ensure that all project work and work products meet all applicable SOI "Standards" including: 1) Standards and Guidelines for Preservation

Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

B. CONTRACTOR'S RESPONSIBILITIES

- a. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.
- b. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.
- c. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- d. The contractor must be able to adhere to set deadlines as set forth in contract documents.
- e. The contractor will provide own transportation and equipment.
- f. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

- a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
- b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
- c. AHPP will provide resource numbers to the contractor as necessary for project completion.
- d. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.
- e. AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The Secretary of the Interior's Professional Qualification Standards were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the Secretary of the Interior's Historic Preservation Professional Qualification Standards were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See <https://www.nps.gov/articles/sec-standards-prof-quals.htm> for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 Standards. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **NABHOLZ CONSTRUCTION CORP. (SERVICE CONTRACT):**

RECOMMENDATION:

Staff recommends awarding Bid 25-29 and approving a construction contract with Nabholz Construction Corp. in the amount of \$13,967,679.50 for construction of water and sewer utility relocations associated with the I-49 & MLK Interchange Improvements, and approval of a project contingency in the amount of \$500,000.00.

BACKGROUND:

On February 25th, 2025 the City of Fayetteville accepted sealed competitive bids for the I-49/MLK Interchange Utility Relocations Phase II project (ARDOT Project 040846). Nabholz Construction Corp. submitted the only bid of \$13,967,679.50. This price is within 1% of the engineer's opinion of probable construction costs.

DISCUSSION:

The Arkansas Department of Transportation has requested utility relocations to prepare for roadway widening along MLK Blvd. from Leflar Way to East of I-49. The scope consists of 920 LF of 36-inch, 20 LF of 30-inch, 355 LF of 24-inch, 4,400 LF of 18-inch, 3,500 LF of 8-inch, 20 LF of 6-inch, and 25 LF of 2-inch water mains complete with appurtenances, as well as 260 LF of 24-inch, 595 LF of 15-inch, 345 LF of 10-inch, 625 LF of 8-inch, and 632 LF of 4-inch sewer mains complete with appurtenances.

This project is 72.54% reimbursable to the City of Fayetteville by ARDOT as memorialized by Resolution 294-24.

BUDGET/STAFF IMPACT:

Funds are available in the Water & Sewer Relocations account.

ATTACHMENTS: SRF (#3) , Bid 25-29, Bid Tab - Final (#4), Agreement (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-377

NABHOLZ CONSTRUCTION CORP. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #25-29 AND AUTHORIZE A CONTRACT WITH NABHOLZ CONSTRUCTION CORP. IN THE AMOUNT OF \$13,967,679.50 FOR THE CONSTRUCTION OF WATER AND SEWER UTILITY RELOCATIONS ASSOCIATED WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION'S I-49 & MLK INTERCHANGE IMPROVEMENTS PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$500,000.00

WHEREAS, the Arkansas Department of Transportation has requested utility relocations to prepare for roadway widening along Martin Luther King, Jr. Blvd. from Leflar Way to East of I-49.

NOW, THEREFORE, 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 #25-29 and authorizes Mayor Rawn to sign a contract with Nabholz Construction Corp. in the amount of \$13,967,679.50 for the construction of water and sewer utility relocations associated with the Arkansas Department of Transportation's I-49 & MLK Interchange Improvements Project, and further approves a project contingency in the amount of \$500,000.00.

City of Fayetteville Staff Review Form

2025-377

Item ID

4/1/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

3/14/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 25-29 and approving a construction contract with Nabholz Construction Corp. in the amount of \$13,967,679.50 for construction of water and sewer utility relocations associated with the I-49 & MLK Interchange Improvements, approval of a project contingency in the amount of \$500,000.00.

Budget Impact:

5400.720.5600-5808.00 /5400.720.5700-5815.00

Water & Sewer

Account Number

Fund

11011.2301

Water & Sewer Relocations, I-49 & Hwy 62 (MLK)
Interchange

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 25,855,177.00

Expenses (Actual+Encum)

\$ 8,458,096.09

Available Budget

\$ 17,397,080.91

Does item have a direct cost? Yes

Item Cost

\$ 14,467,679.50

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,929,401.41

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



BID TABULATION

Bid 25-29, Construction - Utility Relocations for I-49/MLK Interchange

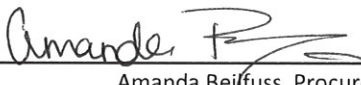
DEADLINE: Tuesday, February 25, 2025 at 2:00 PM

				Nabholz Construction Corporation
				TOTAL
				\$13,967,679.50
Line #	Description	QTY	UOM	Unit
1	Section A: Lump Sum Items			\$2,476,764.00
1.1	Bonds and Insurance	1	LS	\$219,000.00
1.2	Mobilization (Shall not exceed 5% of total bid price)	1	LS	\$644,000.00
1.3	Maintenance of Traffic - ARVEST/Finger Road	1	LS	\$18,600.00
1.4	Maintenance of Traffic - City Streets & Private Access	1	LS	\$234,810.00
1.5	Trench Safety/Protective Systems	1	LS	\$356,340.00
1.6	Construction Erosion Control and Sediment Control	1	LS	\$127,650.00
1.7	Cleaning, Disinfecting, and Sampling	1	LS	\$76,500.00
1.8	Site Preparation, Clearing & Grubbing, Landscaping	1	LS	\$595,400.00
1.9	Construction Dewatering	1	LS	\$35,050.00
1.10	Bypass Pumping (Gravity Sanitary Sewer)	1	LS	\$151,800.00
1.11	Bypass Pumping (Pump Station)	1	LS	\$17,614.00
2	Section B: Boring Items			\$3,370,445.00
2.1	Pipe Casing - 12" Steel (Bored)	140	LF	\$1,107.00
2.2	Pipe Casing - 15" SDR 35 PVC (Open Cut)	150	LF	\$222.00
2.3	Pipe Casing - 12"/16" HDPE DR 17 (Bored)	415	LF	\$668.00
2.4	Pipe Casing - 16" HDPE DR17 (Open Cut)	50	LF	\$205.00
2.5	Pipe Casing - 16" Steel (Bored)	565	LF	\$1,048.00
2.6	Pipe Casing- 16" Steel (Open Cut)	40	LF	\$236.50
2.7	Pipe Casing- 18" Steel (Bored)	30	LF	\$1,800.00
2.8	Pipe Casing - 30" Steel (Bored)	175	LF	\$2,640.00
2.9	Pipe Casing - 30" SDR 35 PVC (Open Cut)	55	LF	\$503.00
2.10	Pipe Casing - 36" Steel (Bored)	230	LF	\$2,115.00
2.11	Pipe Casing - 42" Steel (Bored)	200	LF	\$3,120.00
2.12	Pipe Casing - 54" Steel (Bored)	180	LF	\$3,550.00
3	Section C: Sanitary Sewer Items			\$850,362.50
3.1	Pre-CCTV Sanitary Sewer Mains (6"-15")	1170	LF	\$10.00
3.2	Sewer Pipe (8" PVC, SDR 26)	505	LF	\$19.50
3.3	Sewer Pipe (8" Certa-Flo DR 21 RJB PVC)	120	LF	\$32.50
3.4	Sewer Pipe (10" PVC, SDR 26)	345	LF	\$27.50
3.5	Sewer Pipe (15" PVC, SDR 26)	595	LF	\$53.50
3.6	Sewer Pipe (24" PVC, SDR 26)	260	LF	\$96.00
3.7	Sanitary Sewer Trenching and Backfilling, 6-8' Deep	565	LF	\$88.00
3.8	Sanitary Sewer Trenching and Backfilling, 8-12' Deep	615	LF	\$105.00
3.9	Sanitary Sewer Trenching and Backfilling, 12-16' Deep	160	LF	\$250.00
3.10	Post CCTV Sanitary Sewer Mains (8"-24")	1820	LF	\$7.60
3.11	Sewer Line Marker Post	5	EA	\$118.00
3.12	Standard Depth Manhole (4' Diameter, 0-6' Deep)	19	EA	\$7,000.00
3.13	Additional Manhole Depth (4' Diameter)	73	VF	\$760.00
3.14	Standard Depth Manhole (5' Diameter, 0-6' Deep)	4	EA	\$8,200.00
3.15	Additional Manhole Depth (5' Diameter)	30	VF	\$950.00
3.16	10 " Inside Drop	6	VF	\$375.00
3.17	Abandon Existing Manhole	9	EA	\$2,020.00
3.18	Epoxy Coating Manhole 4' & 5"Diameter (15"-24" Sanitary Sewer Mains)	124	VF	\$570.00

3.19	Cut & Plug Existing 4" Force Main	1	EA	\$4,490.00
3.20	Cut & Plug Existing 8" Sewer Main	1	EA	\$1,700.00
3.21	Cut & Plug Existing 10" Sewer Main	1	EA	\$1,730.00
3.22	Cut & Plug Existing 15"-24" Sewer Main	5	EA	\$4,485.00
3.23	Grout Fill & Abandon Existing 8"-10" Sewer Main	365	LF	\$28.00
3.24	Grout Fill & Abandon Existing 15" Sewer Main	545	LF	\$30.00
3.25	Grout Fill & Abandon Existing 24" Sewer Main	240	LF	\$57.00
3.26	Remove & Dispose Sanitary Sewer	55	LF	\$60.00
3.27	Tie to Existing Sewer Main with Maxadapter	1	EA	\$900.00
3.28	Reinstate Existing Sewer Service Line	15	EA	\$2,380.00
3.29	4" PVC SDR 26 Sewer Service Line	180	LF	\$67.00
3.30	4" C900 PVC DR14 Force Main Pipe, Installed	632	LF	\$89.00
3.31	Tie to Existing Pump Station (Core Drill)	1	EA	\$2,225.00
3.32	Cementitious & Epoxy Coating of Pump Station	25	VF	\$1,600.00
3.33	4" Force Main Pigging Station	1	EA	\$28,000.00
4	Section D: Trenching & Repair Items			\$1,441,535.00
4.1	Rock Excavation	500	CY	\$10.00
4.2	Class 7 Granular Backfill	7400	CY	\$75.00
4.3	Gravel Driveway Repair (6" Thickness)	100	SY	\$10.50
4.4	Asphalt Pavement Repair (Type 3, 3" Thickness)	2200	SY	\$195.00
4.5	Remove and Replace Curb and Gutter	1800	LF	\$56.00
4.6	Remove and Replace Concrete Street/Driveway (9" Thickness)	2100	SY	\$154.00
4.7	Remove and Replace Concrete Sidewalk (4") & Trail (6")	225	SY	\$119.00
4.8	ADA Accessible Ramp (Permanent & Temporary)	3	EA	\$170.00
5	Section E: Water Items			\$5,622,047.00
5.1	Water Pipe (2" PVC, AWWA C900, Class 305, DR 14)	25	LF	\$58.00
5.2	Water Pipe (6" PVC, AWWA C900, Class 305, DR 14)	20	LF	\$81.00
5.3	Water Pipe (8" PVC, AWWA C900, Class 305, DR 14, Certa-Lok RJIB)	3500	LF	\$108.00
5.4	Water Pipe (18" DIP, AWWA C151, Class 250)	4400	LF	\$256.00
5.5	Water Pipe (24" DIP, AWWA C151, Class 250)	355	LF	\$415.00
5.6	Water Pipe (30" DIP, AWWA C151, Class 250) Zinc Coated	20	LF	\$675.00
5.7	Water Pipe (36" DIP, AWWA C151, Class 250) Zinc Coated	920	LF	\$885.00
5.8	Ductile Iron Fittings	48000	LBS	\$24.50
5.9	8" Gate Valve with Valve Box	8	EA	\$3,670.00
5.10	12" Butterfly Valve with Valve Box	2	EA	\$13,750.00
5.11	18" Butterfly Valve with Valve Box (Install Only)	2	EA	\$4,290.00
5.12	24" Butterfly Valve with Valve Box (Install Only)	1	EA	\$6,190.00
5.13	30" Butterfly Valve with Valve Box (Install Only)	1	EA	\$11,670.00
5.14	36" Butterfly Valve with Valve Box (Install Only)	2	EA	\$14,230.00
5.15	2"x2" Tapping Sleeve and Valve with Valve Box	1	EA	\$2,640.00
5.16	6"x6" Tapping Sleeve and Valve with Valve Box	2	EA	\$6,405.00
5.17	8"x8" Tapping Sleeve and Valve with Valve Box	5	EA	\$8,930.00
5.18	10"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$9,210.00
5.19	12"x12" Tapping Sleeve and Valve with Valve Box	3	EA	\$14,970.00
5.20	24"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$13,980.00
5.21	36"x8" Tapping Sleeve and Valve for Dewatering & Dechlorination	1	EA	\$19,300.00
5.22	30"x30" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$25,200.00
5.23	36"x36" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$28,500.00
5.24	Install 30" Line Stop with Anchor Collar (See detail M103)	1	EA	\$110,000.00
5.25	Install 36" Line Stop with Anchor Collar (See detail M104)	1	EA	\$124,000.00
5.26	Fire Hydrant Assembly	15	EA	\$15,600.00
5.27	Salvage & Return Existing Fire Hydrant to Owner	7	EA	\$2,090.00
5.29	Cut & Cap Existing 2" Water Line	3	EA	\$2,840.00
5.30	Cut & Cap Existing 6"-8" Water Line	9	EA	\$4,440.00
5.31	Cut & Cap Existing 10"-12" Water Line	4	EA	\$5,450.00
5.32	Cut & Cap Existing 24"-30" Water Line	3	EA	\$20,000.00
5.33	Cut & Cap Existing 36" Water Transmission Line	1	EA	\$25,000.00
5.34	Abandon & Grout Fill 1"-4" Water Lines	1750	LF	\$6.70
5.35	Abandon & Grout Fill 6"-8" Water Lines	1240	LF	\$10.30
5.36	Abandon & Grout Fill 10"-12" Water Lines	1525	LF	\$13.10

5.37	Abandon & Grout Fill 24"-30" Water Lines	520	LF	\$56.00
5.38	Abandon & Grout Fill 36" Water Line	405	LF	\$80.00
5.39	Remove & Dipose Water Line 1"-8"	215	LF	\$42.50
5.40	Remove & Dipose Water Line 10"-24"	2460	LF	\$59.50
5.41	Remove & Dipose Water Line 30"-36"	20	LF	\$84.00
5.42	Concrete Blocking	575	CY	\$602.00
5.43	Concrete Anchor Collar	2	EA	\$26,700.00
5.44	Polyethylene Wrap (18"-24" Pipe, Double Wrapped, V-BiO Outside Wrap)	4800	LF	\$10.00
5.45	Polyethylene Wrap (36" Pipe, Double Wrapped, V-BiO Outside Wrap)	920	LF	\$15.00
5.46	Water Line Marker Post	12	EA	\$120.00
5.47	4" Combination Air/Vacuum Release Valve with Vault (Install only for Va	2	EA	\$16,200.00
5.48	Water Service Line (3/4" Copper Tubing, Type K)	110	LF	\$73.00
5.49	Water Service Line (1" Copper Tubing, Type K)	1540	LF	\$83.00
5.50	Water Service Line (2" Copper Tubing, Type K)	225	LF	\$133.00
5.51	5/8 "x 3/4" Single Water Meter Box	9	EA	\$2,250.00
5.52	5/8 "x 3/4" Double Water Meter Box	2	EA	\$3,485.00
5.53	1" Single Water Meter Box	14	EA	\$2,675.00
5.54	2" Single Water Meter Box	3	EA	\$7,955.00
6	Section F: Storm Drain Items			\$72,648.00
6.1	Install Modular Wall	40	LF	\$316.00
6.2	Remove & Replace 18" CMP	30	LF	\$158.00
6.3	Remove & Replace 18" RCP Class III	10	LF	\$187.00
6.4	Remove & Replace 24" RCP Class III	32	LF	\$204.00
6.5	Remove & Replace 40" CMP	10	LF	\$470.00
6.6	Remove & Replace Concrete Ditch Paving	205	SY	\$120.00
6.7	Remove & Replace Rip Rap (Stabilize Bank)	20	CY	\$105.00
6.8	Remove & Replace Concrete Inlets and Junction Boxes	2	EA	\$7,735.00
7	Section G: Remove and Replace & Final Surface Restoration Items			\$133,878.00
7.1	Remove and Replace Fence (6' or 8' Tall, Wood or Vinyl)	152	LF	\$69.00
7.2	Remove and Replace Fence (6' Tall, Chain Link or Pipe)	10	LF	\$69.00
7.3	Remove and Replace Sign (Non-Structural)	4	EA	\$175.00
7.4	Remove and Replace/ Protect Light Pole	8	EA	\$1,750.00
7.5	Seeding, Fertilizing and Mulching	1000	SY	\$9.00
7.6	Solid Sodding	9000	SY	\$11.00

 2/26/25
 Kenny Fitch, Sr Procurement Agent

 2/26/25
 Amanda Beifuss, Procurement Director



March 3, 2025

Sent via email: justin.belk@nabholz.com

Justin Belk
Nabholz Construction Corp.
3301 N. 2nd St.
Rogers, AR 72757

Re: City of Fayetteville, Arkansas; Bid #25-29, Construction Contract for I-49/MLK Interchange Utility Relocations Phase II (ArDOT Project 040846)

Mr. Belk,

The City of Fayetteville Arkansas publicly opened bids received on February 25th, 2025 for Bid #25-29, Construction Contract for I-49/MLK Interchange Utility Relocations Phase II (ArDOT Project 040846).

Your company is the low bidder. Your bid is \$13,967,679.50

The City of Fayetteville's contract review process requires that you sign the proposed "Agreement" (DOCUMENT 00500) and provide all required attachments and documents prior to City staff review.

The staff review process is an internal PDF review by many departments including budget, accounting, legal, purchasing, City Clerk and Chief of Staff. In addition to the City staff review, the Fayetteville City Council Water and Sewer Committee, and then the Fayetteville City Council, will review the proposed contract.

Please complete/fill in and sign, but do not date, the attached copy of DOCUMENT 00500 – AGREEMENT pages 1 – 12 and return to me (PDF preferred).

Please note that this request and your signing of the proposed Agreement does not guarantee that the City of Fayetteville City Council will approve the contract. This request does not obligate the City of Fayetteville in any manner, but this request is the start of the review process for the proposed contract. You will not have an Agreement/Contract until the City of Fayetteville City Council has approved the proposed contract and both you and the Mayor of Fayetteville have executed the approved Agreement/Contract.

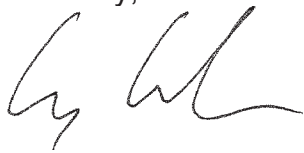
The review schedule is proposed as:

Water and Sewer Committee March 11th, 2025
City Council Agenda Session March 25th, 2025
City Council Meeting April 1st, 2025

Please provide your signed Agreement and attachments by Wednesday March 12th.
PDFs are preferred.

I appreciate your help to start the City's contract review process. Please call me and/or email if you have any questions, or if I can assist in any way.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Granderson', with a stylized flourish at the end.

Corey Granderson, P.E.
Fayetteville Utilities Engineer
479-444-3452
cgranderson@fayetteville-ar.gov

Attachments:

Certified Bid Tabulation
DOCUMENT 00500 – AGREEMENT pages 1 – 12
Contractor's Proposal (bid)



**CITY OF
FAYETTEVILLE
ARKANSAS**

BID TABULATION

Bid 25-29, Construction - Utility Relocations for I-49/MLK Interchange

DEADLINE: Tuesday, February 25, 2025 at 2:00 PM

				Nabholz Construction Corporation
				TOTAL
				\$13,967,679.50
Line #	Description	QTY	UOM	Unit
1	Section A: Lump Sum Items			\$2,476,764.00
1.1	Bonds and Insurance	1	LS	\$219,000.00
1.2	Mobilization (Shall not exceed 5% of total bid price)	1	LS	\$644,000.00
1.3	Maintenance of Traffic - ARVEST/Finger Road	1	LS	\$18,600.00
1.4	Maintenance of Traffic - City Streets & Private Access	1	LS	\$234,810.00
1.5	Trench Safety/Protective Systems	1	LS	\$356,340.00
1.6	Construction Erosion Control and Sediment Control	1	LS	\$127,650.00
1.7	Cleaning, Disinfecting, and Sampling	1	LS	\$76,500.00
1.8	Site Preparation, Clearing & Grubbing, Landscaping	1	LS	\$595,400.00
1.9	Construction Dewatering	1	LS	\$35,050.00
1.10	Bypass Pumping (Gravity Sanitary Sewer)	1	LS	\$151,800.00
1.11	Bypass Pumping (Pump Station)	1	LS	\$17,614.00
2	Section B: Boring Items			\$3,370,445.00
2.1	Pipe Casing - 12" Steel (Bored)	140	LF	\$1,107.00
2.2	Pipe Casing - 15" SDR 35 PVC (Open Cut)	150	LF	\$222.00
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2.4	Pipe Casing - 16" HDPE DR17 (Open Cut)	50	LF	\$205.00
2.5	Pipe Casing - 16" Steel (Bored)	565	LF	\$1,048.00
2.6	Pipe Casing- 16" Steel (Open Cut)	40	LF	\$236.50
2.7	Pipe Casing- 18" Steel (Bored)	30	LF	\$1,800.00
2.8	Pipe Casing - 30" Steel (Bored)	175	LF	\$2,640.00
2.9	Pipe Casing - 30" SDR 35 PVC (Open Cut)	55	LF	\$503.00
2.10	Pipe Casing - 36" Steel (Bored)	230	LF	\$2,115.00
2.11	Pipe Casing - 42" Steel (Bored)	200	LF	\$3,120.00
2.12	Pipe Casing - 54" Steel (Bored)	180	LF	\$3,550.00
3	Section C: Sanitary Sewer Items			\$850,362.50
3.1	Pre-CCTV Sanitary Sewer Mains (6"-15")	1170	LF	\$10.00
3.2	Sewer Pipe (8" PVC, SDR 26)	505	LF	\$19.50
3.3	Sewer Pipe (8" Certa-Flo DR 21 RJB PVC)	120	LF	\$32.50
3.4	Sewer Pipe (10" PVC, SDR 26)	345	LF	\$27.50
3.5	Sewer Pipe (15" PVC, SDR 26)	595	LF	\$53.50
3.6	Sewer Pipe (24" PVC, SDR 26)	260	LF	\$96.00
3.7	Sanitary Sewer Trenching and Backfilling, 6-8' Deep	565	LF	\$88.00
3.8	Sanitary Sewer Trenching and Backfilling, 8-12' Deep	615	LF	\$105.00
3.9	Sanitary Sewer Trenching and Backfilling, 12-16' Deep	160	LF	\$250.00
3.10	Post CCTV Sanitary Sewer Mains (8"-24")	1820	LF	\$7.60
3.11	Sewer Line Marker Post	5	EA	\$118.00
3.12	Standard Depth Manhole (4' Diameter, 0-6' Deep)	19	EA	\$7,000.00
3.13	Additional Manhole Depth (4' Diameter)	73	VF	\$760.00
3.14	Standard Depth Manhole (5' Diameter, 0-6' Deep)	4	EA	\$8,200.00
3.15	Additional Manhole Depth (5' Diameter)	30	VF	\$950.00
3.16	10 " Inside Drop	6	VF	\$375.00
3.17	Abandon Existing Manhole	9	EA	\$2,020.00
3.18	Epoxy Coating Manhole 4' & 5"Diameter (15"-24" Sanitary Sewer Mains)	124	VF	\$570.00

3.19	Cut & Plug Existing 4" Force Main	1	EA	\$4,490.00
3.20	Cut & Plug Existing 8" Sewer Main	1	EA	\$1,700.00
3.21	Cut & Plug Existing 10" Sewer Main	1	EA	\$1,730.00
3.22	Cut & Plug Existing 15"-24" Sewer Main	5	EA	\$4,485.00
3.23	Grout Fill & Abandon Existing 8"-10" Sewer Main	365	LF	\$28.00
3.24	Grout Fill & Abandon Existing 15" Sewer Main	545	LF	\$30.00
3.25	Grout Fill & Abandon Existing 24" Sewer Main	240	LF	\$57.00
3.26	Remove & Dispose Sanitary Sewer	55	LF	\$60.00
3.27	Tie to Existing Sewer Main with Maxadapter	1	EA	\$900.00
3.28	Reinstate Existing Sewer Service Line	15	EA	\$2,380.00
3.29	4" PVC SDR 26 Sewer Service Line	180	LF	\$67.00
3.30	4" C900 PVC DR14 Force Main Pipe, Installed	632	LF	\$89.00
3.31	Tie to Existing Pump Station (Core Drill)	1	EA	\$2,225.00
3.32	Cementitious & Epoxy Coating of Pump Station	25	VF	\$1,600.00
3.33	4" Force Main Pigging Station	1	EA	\$28,000.00
4	Section D: Trenching & Repair Items			\$1,441,535.00
4.1	Rock Excavation	500	CY	\$10.00
4.2	Class 7 Granular Backfill	7400	CY	\$75.00
4.3	Gravel Driveway Repair (6" Thickness)	100	SY	\$10.50
4.4	Asphalt Pavement Repair (Type 3, 3" Thickness)	2200	SY	\$195.00
4.5	Remove and Replace Curb and Gutter	1800	LF	\$56.00
4.6	Remove and Replace Concrete Street/Driveway (9" Thickness)	2100	SY	\$154.00
4.7	Remove and Replace Concrete Sidewalk (4") & Trail (6")	225	SY	\$119.00
4.8	ADA Accessible Ramp (Permanent & Temporary)	3	EA	\$170.00
5	Section E: Water Items			\$5,622,047.00
5.1	Water Pipe (2" PVC, AWWA C900, Class 305, DR 14)	25	LF	\$58.00
5.2	Water Pipe (6" PVC, AWWA C900, Class 305, DR 14)	20	LF	\$81.00
5.3	Water Pipe (8" PVC, AWWA C900, Class 305, DR 14, Certa-Lok RJIB)	3500	LF	\$108.00
5.4	Water Pipe (18" DIP, AWWA C151, Class 250)	4400	LF	\$256.00
5.5	Water Pipe (24" DIP, AWWA C151, Class 250)	355	LF	\$415.00
5.6	Water Pipe (30" DIP, AWWA C151, Class 250) Zinc Coated	20	LF	\$675.00
5.7	Water Pipe (36" DIP, AWWA C151, Class 250) Zinc Coated	920	LF	\$885.00
5.8	Ductile Iron Fittings	48000	LBS	\$24.50
5.9	8" Gate Valve with Valve Box	8	EA	\$3,670.00
5.10	12" Butterfly Valve with Valve Box	2	EA	\$13,750.00
5.11	18" Butterfly Valve with Valve Box (Install Only)	2	EA	\$4,290.00
5.12	24" Butterfly Valve with Valve Box (Install Only)	1	EA	\$6,190.00
5.13	30" Butterfly Valve with Valve Box (Install Only)	1	EA	\$11,670.00
5.14	36" Butterfly Valve with Valve Box (Install Only)	2	EA	\$14,230.00
5.15	2"x2" Tapping Sleeve and Valve with Valve Box	1	EA	\$2,640.00
5.16	6"x6" Tapping Sleeve and Valve with Valve Box	2	EA	\$6,405.00
5.17	8"x8" Tapping Sleeve and Valve with Valve Box	5	EA	\$8,930.00
5.18	10"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$9,210.00
5.19	12"x12" Tapping Sleeve and Valve with Valve Box	3	EA	\$14,970.00
5.20	24"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$13,980.00
5.21	36"X8" Tapping Sleeve and Valve for Dewatering & Dechlorination	1	EA	\$19,300.00
5.22	30"X30" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$25,200.00
5.23	36"X36" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$28,500.00
5.24	Install 30" Line Stop with Anchor Collar (See detail M103)	1	EA	\$110,000.00
5.25	Install 36" Line Stop with Anchor Collar (See detail M104)	1	EA	\$124,000.00
5.26	Fire Hydrant Assembly	15	EA	\$15,600.00
5.27	Salvage & Return Existing Fire Hydrant to Owner	7	EA	\$2,090.00
5.29	Cut & Cap Existing 2" Water Line	3	EA	\$2,840.00
5.30	Cut & Cap Existing 6"-8" Water Line	9	EA	\$4,440.00
5.31	Cut & Cap Existing 10"-12" Water Line	4	EA	\$5,450.00
5.32	Cut & Cap Existing 24"-30" Water Line	3	EA	\$20,000.00
5.33	Cut & Cap Existing 36" Water Transmission Line	1	EA	\$25,000.00
5.34	Abandon & Grout Fill 1"-4" Water Lines	1750	LF	\$6.70
5.35	Abandon & Grout Fill 6"-8" Water Lines	1240	LF	\$10.30
5.36	Abandon & Grout Fill 10"-12" Water Lines	1525	LF	\$13.10

5.37	Abandon & Grout Fill 24"-30" Water Lines	520	LF	\$56.00
5.38	Abandon & Grout Fill 36" Water Line	405	LF	\$80.00
5.39	Remove & Dipose Water Line 1"-8"	215	LF	\$42.50
5.40	Remove & Dipose Water Line 10"-24"	2460	LF	\$59.50
5.41	Remove & Dipose Water Line 30"-36"	20	LF	\$84.00
5.42	Concrete Blocking	575	CY	\$602.00
5.43	Concrete Anchor Collar	2	EA	\$26,700.00
5.44	Polyethylene Wrap (18"-24" Pipe, Double Wrapped, V-BiO Outside Wrap)	4800	LF	\$10.00
5.45	Polyethylene Wrap (36" Pipe, Double Wrapped, V-BiO Outside Wrap)	920	LF	\$15.00
5.46	Water Line Marker Post	12	EA	\$120.00
5.47	4" Combination Air/Vacuum Release Valve with Vault (Install only for Va	2	EA	\$16,200.00
5.48	Water Service Line (3/4" Copper Tubing, Type K)	110	LF	\$73.00
5.49	Water Service Line (1" Copper Tubing, Type K)	1540	LF	\$83.00
5.50	Water Service Line (2" Copper Tubing, Type K)	225	LF	\$133.00
5.51	5/8 "x 3/4" Single Water Meter Box	9	EA	\$2,250.00
5.52	5/8 "x 3/4" Double Water Meter Box	2	EA	\$3,485.00
5.53	1" Single Water Meter Box	14	EA	\$2,675.00
5.54	2" Single Water Meter Box	3	EA	\$7,955.00
6	Section F: Storm Drain Items			\$72,648.00
6.1	Install Modular Wall	40	LF	\$316.00
6.2	Remove & Replace 18" CMP	30	LF	\$158.00
6.3	Remove & Replace 18" RCP Class III	10	LF	\$187.00
6.4	Remove & Replace 24" RCP Class III	32	LF	\$204.00
6.5	Remove & Replace 40" CMP	10	LF	\$470.00
6.6	Remove & Replace Concrete Ditch Paving	205	SY	\$120.00
6.7	Remove & Replace Rip Rap (Stabilize Bank)	20	CY	\$105.00
6.8	Remove & Replace Concrete Inlets and Junction Boxes	2	EA	\$7,735.00
7	Section G: Remove and Replace & Final Surface Restoration Items			\$133,878.00
7.1	Remove and Replace Fence (6' or 8' Tall, Wood or Vinyl)	152	LF	\$69.00
7.2	Remove and Replace Fence (6' Tall, Chain Link or Pipe)	10	LF	\$69.00
7.3	Remove and Replace Sign (Non-Structural)	4	EA	\$175.00
7.4	Remove and Replace/ Protect Light Pole	8	EA	\$1,750.00
7.5	Seeding, Fertilizing and Mulching	1000	SY	\$9.00
7.6	Solid Sodding	9000	SY	\$11.00

 2/26/25
Kenny Fitch, Sr Procurement Agent

 2/26/25
Amanda Beifuss, Procurement Director

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Utility Relocations for I-49/MLK Interchange

Contract No.: 25-29, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2025 by and between The City of Fayetteville, Arkansas and Nabholz Construction Corporation (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Agreement includes, but is not limited to:
- A. Relocation of water and sanitary sewer utilities along I-49 and MLK.
- 1.02 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to SECTION 00400 – BID FORM for quantities.
- 1.03 Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.04 Contractor is responsible for obtaining all applicable permits. The fees for City of Fayetteville (only) issued permits shall be waived.
- 1.05 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way, and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. Hawkins-Weir Engineers, Inc. assumes all duties and responsibilities, and has the rights and authority assigned to Engineer in connection with completion of the Work in accordance with the Contract Documents.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

- 2.02 The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville as Owner in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

- A. The Work shall be substantially completed within 335 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment within 365 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville one thousand dollars (\$1000.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville one thousand dollars (\$1000.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.03 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 City of Fayetteville in advance of the change in scope, cost or fees.
- A. Further, there shall be no changes to the scope and/or contract documents without prior written approval of the Engineer of Record and the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
- a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
- b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - 1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - 2. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given the City of Fayetteville's Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the City of Fayetteville's Purchasing Division is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in this Agreement and in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - a. The Performance Bond shall be for one hundred percent (100%) of the Contract amount.
 - b. The Payment Bond shall be for one hundred percent (100%) of the Contract amount.
 - c. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

7. Drawings consisting of a cover sheet and sheets as listed in the Table of Contents thereof (Drawings), with each sheet bearing the following general title:

Utility Relocations for I-49/MLK Interchange

8. Addenda numbers 2 inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City 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 contractor 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanic's or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor 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 or labor or material on the bond. The contractor promises to notify every subcontractor and

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

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.

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 2025, which is the Effective Date of the Agreement.

CONTRACTOR: NABHOLZ

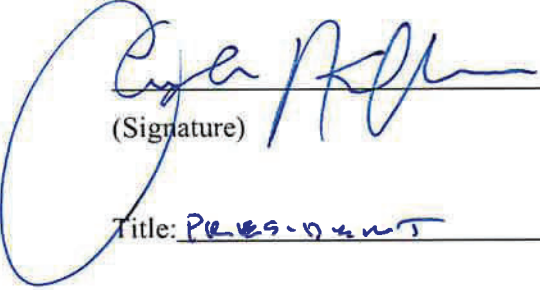
CITY OF FAYETTEVILLE

By: CHRISTOPHER L. KAUFMAN

By: Molly Rawn

(Type or legibly print)

(Type or legibly print)


(Signature)

(Signature)

Title: PRESIDENT

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest

Attest

SECTION 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR (continued)

Address for giving notices

3301 N. 2nd St.
Rogers, AR 72756

Address for giving notices

113 W. Mountain Street
Fayetteville, AR 72701

License No. 20325

↙ with a copy to:
Ashlea Brown
1160 Factory St.
Conway, AR 72032

Agent for Service of process

Ashlea Brown

(Type or legibly print)

Ashlea Brown

(Signature)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved as to Form:

By: _____

Attorney For: _____

END OF SECTION 00500



Arkansas Secretary of State Cole Jester

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, Cole Jester, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

NABHOLZ CONSTRUCTION CORPORATION

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office March 31, 1955.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 10th day of March 2025.

A handwritten signature in cursive script, reading "Cole Jester", written over a horizontal line.

Cole Jester
Secretary of State

Online Certificate Authorization Code: 182815ab713d746

To verify the Authorization Code, visit sos.arkansas.gov



Ashlea Brown, EVP & Corporate Counsel
(501) 505-5965
Ashlea.Brown@Nabholz.com

March 10, 2025

City of Fayetteville, Arkansas
Attn: Molly Rawn, Mayor

Re: Signature Authorization

To Whom it May Concern

This letter shall serve as verification, per Nabholz' signature policy, that Chris Kauffman, in his capacity as EVP of Operations, has the authority to sign the agreement form for the City of Fayetteville Utility Relocations for I-49/MLK Interchange project on behalf of Nabholz Construction Corporation.

If you have any questions, please do not hesitate to reach out to me.

Sincerely,

Ashlea Brown
Executive Vice President & Corporate Counsel

Attest:

Sarah McMillian
Assistant Secretary

PO Box 2090 | Conway, Arkansas 72033-2090 | Phone 877.NABHOLZ

Conway, AR | Little Rock, AR | North Little Rock, AR | Jonesboro, AR | Fort Smith, AR | Rogers, AR | Springfield, MO | Columbia, MO
Lenexa, KS | Olive Branch, MS | Nashville, TN | Portland, TN | Tulsa, OK | Oklahoma City, OK | Oxford, CT

www.nabholz.com

Details

For service of process contact the [Secretary of State's office](#).

LLC Member information is now confidential per Act 865 of 2007

For access to our corporations bulk data download service [click here](#).

Corporation Name

NABHOLZ CONSTRUCTION CORPORATION

Fictitious Names

DIAMOND MILLWORK

NABHOLZ CLIENT SERVICE

NABHOLZ CONSTRUCTION

NABHOLZ CONSTRUCTION SERVICES

NABHOLZ CONSTRUCTION SERVICES

NABHOLZ CONSTRUCTION SERVICES OR NABHOLZ INDUSTRIAL SERVICES

NABHOLZ CONSTRUCTION, INC.

NABHOLZ CUSTOM MILLWORK

NABHOLZ ENVIRONMENTAL SERVICES

NABHOLZ FLEET EQUIPMENT & SERVICES

NABHOLZ INDUSTRIAL SERVICES

NABHOLZ PROGRESSIVE SOLUTIONS

NABHOLZ RAILROAD SERVICES

NORTHWEST EXCAVATION

NWEX

Filing

100036403

Filing Type

For Profit Corporation

Filed Under Act

Dom Bus Corp; 576 of 1965

Status

Good Standing

Principal Address

612 GARLAND STREET CONWAY, AR 72032

Reg. Agent

ASHLEA BROWN

Agent Address
1160 FACTORY STREET CONWAY, AR 72032

Date Filed
03/31/1955

Officers
JACOB D NABHOLZ, President
SEE FILE, Incorporator/Organizer
GREG T FOGLE, Vice-President
BRYAN D BRUICH, Treasurer
TIM J MCKENNA, Controller
TIM J MCKENNA, Tax Preparer
BRYAN D BRUICH, Secretary

Foreign Name
—

Foreign Address
—

State of Origin
—

Purchase a Certificate of Good Standing for this Entity
[Pay Franchise Tax for this corporation](#)



Bid 25-29 Addendum 2

Nabholz Construction Corporation

Supplier Response

Event Information

Number: Bid 25-29 Addendum 2
Title: Construction - Utility Relocations for I-49/MLK Interchange
Type: Invitation to Bid
Issue Date: 1/26/2025
Deadline: 2/25/2025 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the relocation of water and sewer utilities along I-49 and MLK Interchange. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

Contact: Kenny Fitch - Sr. Purchasing Agent
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: (479) 575-8258
Email: kfitch@fayetteville-ar.gov

Nabholz Construction Corporation Information

Contact: Aimee Wynn
Address: 3301 N 2nd St.
Rogers, AR 72756
Phone: (479) 659-7800
Email: aimee.wynn@nabholz.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Justin Belk

Signature

Submitted at 2/25/2025 01:22:39 PM (CT)

justin.belk@nabholz.com

Email

Requested Attachments

Bid 25-29, Bid Bond

Bid Bond Complete.pdf

Please attach a signed and completed copy of your bid bond. Bid bonds in the form of a cashier's check shall be delivered to City Hall, Purchasing Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Bid 25-29, Required Signature Forms

MLK Bid Form Complete.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

71-0272097

2 Arkansas Contractor License Number:

0000020325

3 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I do not agree

4 Check Yes or No:

Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.

☒ Yes, I agree

☐ No, I do not agree

5 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid.

☒ I agree

Bid Lines**1 Package Header**

Section A: Lump Sum Items

Quantity: 1 UOM: EA Total: \$2,476,764.00

Package Items**1.1 Bonds and Insurance**

Quantity: 1 UOM: LS Price: \$219,000.00 Total: \$219,000.00

1.2 Mobilization (Shall not exceed 5% of total bid price)

Quantity: 1 UOM: LS Price: \$644,000.00 Total: \$644,000.00

1.3 Maintenance of Traffic - ARVEST/Finger Road

Quantity: 1 UOM: LS Price: \$18,600.00 Total: \$18,600.00

1.4 Maintenance of Traffic - City Streets & Private Access

Quantity: 1 UOM: LS Price: \$234,810.00 Total: \$234,810.00

1.5 Trench Safety/Protective Systems

Quantity: 1 UOM: LS Price: \$356,340.00 Total: \$356,340.00

1.6 Construction Erosion Control and Sediment Control

Quantity: 1 UOM: LS Price: \$127,650.00 Total: \$127,650.00

1.7 Cleaning, Disinfecting, and Sampling

Quantity: 1 UOM: LS Price: \$76,500.00 Total: \$76,500.00

1.8 Site Preparation, Clearing & Grubbing, Landscaping

Quantity: 1 UOM: LS Price: \$595,400.00 Total: \$595,400.00

1.9 Construction Dewatering

Quantity: 1 UOM: LS Price: \$35,050.00 Total: \$35,050.00

1.10 Bypass Pumping (Gravity Sanitary Sewer)

Quantity: 1 UOM: LS Price: \$151,800.00 Total: \$151,800.00

1.11 Bypass Pumping (Pump Station)

Quantity: 1 UOM: LS Price: \$17,614.00 Total: \$17,614.00

2 Package Header

Section B: Boring Items

Quantity: 1 UOM: EA Total: \$3,370,445.00

Package Items

2.1 Pipe Casing - 12" Steel (Bored)

Quantity: 140 UOM: LF Price: \$1,107.00 Total: \$154,980.00

2.2 Pipe Casing - 15" SDR 35 PVC (Open Cut)

Quantity: 150 UOM: LF Price: \$222.00 Total: \$33,300.00

2.3 Pipe Casing - 12"/16" HDPE DR 17 (Bored)

Quantity: 415 UOM: LF Price: \$668.00 Total: \$277,220.00

2.4 Pipe Casing - 16" HDPE DR17 (Open Cut)

Quantity: 50 UOM: LF Price: \$205.00 Total: \$10,250.00

2.5 Pipe Casing - 16" Steel (Bored)

Quantity: 565 UOM: LF Price: \$1,048.00 Total: \$592,120.00

2.6 Pipe Casing - 16" Steel (Open Cut)

Quantity: 40 UOM: LF Price: \$236.50 Total: \$9,460.00

2.7 Pipe Casing - 18" Steel (Bored)

Quantity: 30 UOM: LF Price: \$1,800.00 Total: \$54,000.00

2.8 Pipe Casing - 30" Steel (Bored)

Quantity: 175 UOM: LF Price: \$2,640.00 Total: \$462,000.00

2.9 Pipe Casing - 30" SDR 35 PVC (Open Cut)

Quantity: 55 UOM: LF Price: \$503.00 Total: \$27,665.00

2.10 Pipe Casing - 36" Steel (Bored)

Quantity: 230 UOM: LF Price: \$2,115.00 Total: \$486,450.00

2.11 Pipe Casing - 42" Steel (Bored)

Quantity: 200 UOM: LF Price: \$3,120.00 Total: \$624,000.00

2.12 Pipe Casing - 54" Steel (Bored)

Quantity: 180 UOM: LF Price: \$3,550.00 Total: \$639,000.00

3 Package Header

Section C: Sanitary Sewer Items

Quantity: 1 UOM: EA Total: \$850,362.50

Package Items

3.1 Pre-CCTV Sanitary Sewer Mains (6"-15")

Quantity: 1170 UOM: LF Price: \$10.00 Total: \$11,700.00

3.2 Sewer Pipe (8" PVC, SDR 26)

Quantity: 505 UOM: LF Price: \$19.50 Total: \$9,847.50

3.3 Sewer Pipe (8" Certa-Flo DR 21 RJIB PVC)

Quantity: 120 UOM: LF Price: \$32.50 Total: \$3,900.00

3.4 Sewer Pipe (10" PVC, SDR 26)

Quantity: 345 UOM: LF Price: \$27.50 Total: \$9,487.50

3.5 Sewer Pipe (15" PVC, SDR 26)

Quantity: 595 UOM: LF Price: \$53.50 Total: \$31,832.50

3.6 Sewer Pipe (24" PVC, SDR 26)

Quantity: 260 UOM: LF Price: \$96.00 Total: \$24,960.00

3.7 Sanitary Sewer Trenching and Backfilling, 6-8' Deep

Quantity: 565 UOM: LF Price: \$88.00 Total: \$49,720.00

3.8 Sanitary Sewer Trenching and Backfilling, 8-12' Deep

Quantity: 615 UOM: LF Price: \$105.00 Total: \$64,575.00

3.9 Sanitary Sewer Trenching and Backfilling, 12-16' Deep

Quantity: 160 UOM: LF Price: \$250.00 Total: \$40,000.00

3.10 Post CCTV Sanitary Sewer Mains (8"-24")

Quantity: 1820 UOM: LF Price: \$7.60 Total: \$13,832.00

3.11 Sewer Line Marker Post

Quantity: 5 UOM: EA Price: \$118.00 Total: \$590.00

3.12 Standard Depth Manhole (4' Diameter, 0-6' Deep)

Quantity: 19 UOM: EA Price: \$7,000.00 Total: \$133,000.00

3.13 Additional Manhole Depth (4' Diameter)

Quantity: 73 UOM: VF Price: \$760.00 Total: \$55,480.00

3.14 Standard Depth Manhole (5' Diameter, 0-6' Deep)

Quantity: 4 UOM: EA Price: \$8,200.00 Total: \$32,800.00

3.15 Additional Manhole Depth (5' Diameter)

Quantity: 30 UOM: VF Price: \$950.00 Total: \$28,500.00

3.16 10 " Inside Drop

Quantity: 6 UOM: VF Price: \$375.00 Total: \$2,250.00

3.17 Abandon Existing Manhole

Quantity: 9 UOM: EA Price: \$2,020.00 Total: \$18,180.00

3.18 Epoxy Coating Manhole 4' & 5"Diameter (15"-24" Sanitary Sewer Mains)

Quantity: 124 UOM: VF Price: \$570.00 Total: \$70,680.00

3.19 Cut & Plug Existing 4" Force Main

Quantity: 1 UOM: EA Price: \$4,490.00 Total: \$4,490.00

3.20 Cut & Plug Existing 8" Sewer Main

Quantity: 1 UOM: EA Price: \$1,700.00 Total: \$1,700.00

3.21 Cut & Plug Existing 10" Sewer Main

Quantity: 1 UOM: EA Price: \$1,730.00 Total: \$1,730.00

3.22 Cut & Plug Existing 15"-24" Sewer Main

Quantity: 5 UOM: EA Price: \$4,485.00 Total: \$22,425.00

3.23 Grout Fill & Abandon Existing 8"-10" Sewer Main

Quantity: 365 UOM: LF Price: \$28.00 Total: \$10,220.00

3.24 Grout Fill & Abandon Existing 15" Sewer MainQuantity: 545 UOM: LFPrice: \$30.00Total: \$16,350.00**3.25 Grout Fill & Abandon Existing 24" Sewer Main**Quantity: 240 UOM: LFPrice: \$57.00Total: \$13,680.00**3.26 Remove & Dispose Sanitary Sewer**Quantity: 55 UOM: LFPrice: \$60.00Total: \$3,300.00**3.27 Tie to Existing Sewer Main with Maxadapter**Quantity: 1 UOM: EAPrice: \$900.00Total: \$900.00**3.28 Reinstate Existing Sewer Service Line**Quantity: 15 UOM: EAPrice: \$2,380.00Total: \$35,700.00**3.29 4" PVC SDR 26 Sewer Service Line**Quantity: 180 UOM: LFPrice: \$67.00Total: \$12,060.00**3.30 4" C900 PVC DR14 Force Main Pipe, Installed**Quantity: 632 UOM: LFPrice: \$89.00Total: \$56,248.00**3.31 Tie to Existing Pump Station (Core Drill)**Quantity: 1 UOM: EAPrice: \$2,225.00Total: \$2,225.00**3.32 Cementitious & Epoxy Coating of Pump Station**Quantity: 25 UOM: VFPrice: \$1,600.00Total: \$40,000.00**3.33 4" Force Main Pigging Station**Quantity: 1 UOM: EAPrice: \$28,000.00Total: \$28,000.00**4 Package Header****Section D: Trenching & Repair Items**Quantity: 1 UOM: EATotal: \$1,441,535.00**Package Items****4.1 Rock Excavation**Quantity: 500 UOM: CYPrice: \$10.00Total: \$5,000.00**4.2 Class 7 Granular Backfill**Quantity: 7400 UOM: CYPrice: \$75.00Total: \$555,000.00**4.3 Gravel Driveway Repair (6" Thickness)**Quantity: 100 UOM: SYPrice: \$10.50Total: \$1,050.00**4.4 Asphalt Pavement Repair (Type 3, 3" Thickness)**Quantity: 2200 UOM: SYPrice: \$195.00Total: \$429,000.00**4.5 Remove and Replace Curb and Gutter**Quantity: 1800 UOM: LFPrice: \$56.00Total: \$100,800.00**4.6 Remove and Replace Concrete Street/Driveway (9" Thickness)**Quantity: 2100 UOM: SYPrice: \$154.00Total: \$323,400.00**4.7 Remove and Replace Concrete Sidewalk (4") & Trail (6")**Quantity: 225 UOM: SYPrice: \$119.00Total: \$26,775.00

4.8 ADA Accessible Ramp (Permanent & Temporary)

Quantity: 3 UOM: EA Price: \$170.00 Total: \$510.00

5 Package Header

Section E: Water Items

Quantity: 1 UOM: EA Total: \$5,622,047.00

Package Items**5.1 Water Pipe (2" PVC, AWWA C900, Class 305, DR 14)**

Quantity: 25 UOM: LF Price: \$58.00 Total: \$1,450.00

5.2 Water Pipe (6" PVC, AWWA C900, Class 305, DR 14)

Quantity: 20 UOM: LF Price: \$81.00 Total: \$1,620.00

5.3 Water Pipe (8" PVC, AWWA C900, Class 305, DR 14, Certa-Lok RJIB)

Quantity: 3500 UOM: LF Price: \$108.00 Total: \$378,000.00

5.4 Water Pipe (18" DIP, AWWA C151, Class 250)

Quantity: 4400 UOM: LF Price: \$256.00 Total: \$1,126,400.00

5.5 Water Pipe (24" DIP, AWWA C151, Class 250)

Quantity: 355 UOM: LF Price: \$415.00 Total: \$147,325.00

5.6 Water Pipe (30" DIP, AWWA C151, Class 250) Zinc Coated

Quantity: 20 UOM: LF Price: \$675.00 Total: \$13,500.00

5.7 Water Pipe (36" DIP, AWWA C151, Class 250) Zinc Coated

Quantity: 920 UOM: LF Price: \$885.00 Total: \$814,200.00

5.8 Ductile Iron Fittings

Quantity: 48000 UOM: LBS Price: \$24.50 Total: \$1,176,000.00

5.9 8" Gate Valve with Valve Box

Quantity: 8 UOM: EA Price: \$3,670.00 Total: \$29,360.00

5.10 12" Butterfly Valve with Valve Box

Quantity: 2 UOM: EA Price: \$13,750.00 Total: \$27,500.00

5.11 18" Butterfly Valve with Valve Box (Install Only)

Quantity: 2 UOM: EA Price: \$4,290.00 Total: \$8,580.00

5.12 24" Butterfly Valve with Valve Box (Install Only)

Quantity: 1 UOM: EA Price: \$6,190.00 Total: \$6,190.00

5.13 30" Butterfly Valve with Valve Box (Install Only)

Quantity: 1 UOM: EA Price: \$11,670.00 Total: \$11,670.00

5.14 36" Butterfly Valve with Valve Box (Install Only)

Quantity: 2 UOM: EA Price: \$14,230.00 Total: \$28,460.00

5.15 2"x2" Tapping Sleeve and Valve with Valve Box

Quantity: 1 UOM: EA Price: \$2,640.00 Total: \$2,640.00

5.16 6"x6" Tapping Sleeve and Valve with Valve Box

Quantity: 2 UOM: EA Price: \$6,405.00 Total: \$12,810.00

5.17 8"x8" Tapping Sleeve and Valve with Valve Box

Quantity: 5 UOM: EA Price: \$8,930.00 Total: \$44,650.00

5.18 10"x8" Tapping Sleeve and Valve with Valve Box

Quantity: 1 UOM: EA Price: \$9,210.00 Total: \$9,210.00

5.19 12"x12" Tapping Sleeve and Valve with Valve Box

Quantity: 3 UOM: EA Price: \$14,970.00 Total: \$44,910.00

5.20 24"x8" Tapping Sleeve and Valve with Valve Box

Quantity: 1 UOM: EA Price: \$13,980.00 Total: \$13,980.00

5.21 36"X8" Tapping Sleeve and Valve for Dewatering & Dechlorination

Quantity: 1 UOM: EA Price: \$19,300.00 Total: \$19,300.00

5.22 30"X30" Tapping Sleeve and Valve with Valve Box (Install Only)

Quantity: 1 UOM: EA Price: \$25,200.00 Total: \$25,200.00

5.23 36"X36" Tapping Sleeve and Valve with Valve Box (Install Only)

Quantity: 1 UOM: EA Price: \$28,500.00 Total: \$28,500.00

5.24 Install 30" Line Stop with Anchor Collar (See detail M103)

Quantity: 1 UOM: EA Price: \$110,000.00 Total: \$110,000.00

5.25 Install 36" Line Stop with Anchor Collar (See detail M104)

Quantity: 1 UOM: EA Price: \$124,000.00 Total: \$124,000.00

5.26 Fire Hydrant Assembly

Quantity: 15 UOM: EA Price: \$15,600.00 Total: \$234,000.00

5.27 Salvage & Return Existing Fire Hydrant to Owner

Quantity: 7 UOM: EA Price: \$2,090.00 Total: \$14,630.00

5.28 *Line deleted as part of an Addendum***5.29 Cut & Cap Existing 2" Water Line**

Quantity: 3 UOM: EA Price: \$2,840.00 Total: \$8,520.00

5.30 Cut & Cap Existing 6"-8" Water Line

Quantity: 9 UOM: EA Price: \$4,440.00 Total: \$39,960.00

5.31 Cut & Cap Existing 10"-12" Water Line

Quantity: 4 UOM: EA Price: \$5,450.00 Total: \$21,800.00

5.32 Cut & Cap Existing 24"-30" Water Line

Quantity: 3 UOM: EA Price: \$20,000.00 Total: \$60,000.00

5.33 Cut & Cap Existing 36" Water Transmission Line

Quantity: 1 UOM: EA Price: \$25,000.00 Total: \$25,000.00

5.34 Abandon & Grout Fill 1"-4" Water Lines

Quantity: 1750 UOM: LF Price: \$6.70 Total: \$11,725.00

5.35 Abandon & Grout Fill 6"-8" Water Lines

Quantity: 1240 UOM: LF Price: \$10.30 Total: \$12,772.00

5.36 Abandon & Grout Fill 10"-12" Water LinesQuantity: 1525 UOM: LFPrice: \$13.10Total: \$19,977.50**5.37 Abandon & Grout Fill 24"-30" Water Lines**Quantity: 520 UOM: LFPrice: \$56.00Total: \$29,120.00**5.38 Abandon & Grout Fill 36" Water Line**Quantity: 405 UOM: LFPrice: \$80.00Total: \$32,400.00**5.39 Remove & Dipose Water Line 1"-8"**Quantity: 215 UOM: LFPrice: \$42.50Total: \$9,137.50**5.40 Remove & Dipose Water Line 10"-24"**Quantity: 2460 UOM: LFPrice: \$59.50Total: \$146,370.00**5.41 Remove & Dipose Water Line 30"-36"**Quantity: 20 UOM: LFPrice: \$84.00Total: \$1,680.00**5.42 Concrete Blocking**Quantity: 575 UOM: CYPrice: \$602.00Total: \$346,150.00**5.43 Concrete Anchor Collar**Quantity: 2 UOM: EAPrice: \$26,700.00Total: \$53,400.00**5.44 Polyethylene Wrap (18"-24" Pipe, Double Wrapped, V-BiO Outside Wrap)**Quantity: 4800 UOM: LFPrice: \$10.00Total: \$48,000.00**5.45 Polyethylene Wrap (36" Pipe, Double Wrapped, V-BiO Outside Wrap)**Quantity: 920 UOM: LFPrice: \$15.00Total: \$13,800.00**5.46 Water Line Marker Post**Quantity: 12 UOM: EAPrice: \$120.00Total: \$1,440.00**5.47 4" Combination Air/Vacuum Release Valve with Vault (Install only for Valve)**Quantity: 2 UOM: EAPrice: \$16,200.00Total: \$32,400.00**5.48 Water Service Line (3/4" Copper Tubing, Type K)**Quantity: 110 UOM: LFPrice: \$73.00Total: \$8,030.00**5.49 Water Service Line (1" Copper Tubing, Type K)**Quantity: 1540 UOM: LFPrice: \$83.00Total: \$127,820.00**5.50 Water Service Line (2" Copper Tubing, Type K)**Quantity: 225 UOM: LFPrice: \$133.00Total: \$29,925.00**5.51 5/8 "x 3/4" Single Water Meter Box**Quantity: 9 UOM: EAPrice: \$2,250.00Total: \$20,250.00**5.52 5/8 "x 3/4" Double Water Meter Box**Quantity: 2 UOM: EAPrice: \$3,485.00Total: \$6,970.00**5.53 1" Single Water Meter Box**Quantity: 14 UOM: EAPrice: \$2,675.00Total: \$37,450.00**5.54 2" Single Water Meter Box**Quantity: 3 UOM: EAPrice: \$7,955.00Total: \$23,865.00

6 Package Header

Section F: Storm Drain Items

Quantity: 1 UOM: EA Total: \$72,648.00**Package Items****6.1 Install Modular Wall**Quantity: 40 UOM: LF Price: \$316.00 Total: \$12,640.00**6.2 Remove & Replace 18" CMP**Quantity: 30 UOM: LF Price: \$158.00 Total: \$4,740.00**6.3 Remove & Replace 18" RCP Class III**Quantity: 10 UOM: LF Price: \$187.00 Total: \$1,870.00**6.4 Remove & Replace 24" RCP Class III**Quantity: 32 UOM: LF Price: \$204.00 Total: \$6,528.00**6.5 Remove & Replace 40" CMP**Quantity: 10 UOM: LF Price: \$470.00 Total: \$4,700.00**6.6 Remove & Replace Concrete Ditch Paving**Quantity: 205 UOM: SY Price: \$120.00 Total: \$24,600.00**6.7 Remove & Replace Rip Rap (Stabilize Bank)**Quantity: 20 UOM: CY Price: \$105.00 Total: \$2,100.00**6.8 Remove & Replace Concrete Inlets and Junction Boxes**Quantity: 2 UOM: EA Price: \$7,735.00 Total: \$15,470.00**7 Package Header**

Section G: Remove and Replace & Final Surface Restoration Items

Quantity: 1 UOM: EA Total: \$133,878.00**Package Items****7.1 Remove and Replace Fence (6' or 8' Tall, Wood or Vinyl)**Quantity: 152 UOM: LF Price: \$69.00 Total: \$10,488.00**7.2 Remove and Replace Fence (6' Tall, Chain Link or Pipe)**Quantity: 10 UOM: LF Price: \$69.00 Total: \$690.00**7.3 Remove and Replace Sign (Non-Structural)**Quantity: 4 UOM: EA Price: \$175.00 Total: \$700.00**7.4 Remove and Replace/ Protect Light Pole**Quantity: 8 UOM: EA Price: \$1,750.00 Total: \$14,000.00**7.5 Seeding, Fertilizing and Mulching**Quantity: 1000 UOM: SY Price: \$9.00 Total: \$9,000.00**7.6 Solid Sodding**Quantity: 9000 UOM: SY Price: \$11.00 Total: \$99,000.00**Response Total: \$13,967,679.50**

SECTION 00400 - BID FORM - ADDENDUM 1 - FEBRUARY 2025

Contract

Name: Utility Relocations for I-49/MLK Interchange

Bid Number: 25-29, Construction

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Nabholz Construction Corporation
PO Box 277
3301 N 7th Street
Rogers, AR 72757-0277

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

SECTION 00400- BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
Addendum #1	2-11-25 CH
Addendum #2	2-21-25 CH

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

SECTION 00400- BID FORM (continued)

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given the City of Fayetteville's Purchasing Department written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the City of Fayetteville's Purchasing Department is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

- 4.01 Bidders are required to provide pricing for all line items.
- 4.02 The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.
- 4.03 In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.
- 4.04 Bidder shall complete the Work in accordance with the Contract Documents for the price(s) as indicated on the UNIT PRICE BID SCHEDULE.
- 4.05 The UNIT PRICE BID SCHEDULE shall be completed using the IONWAVE software as directed in the Invitation to Bid.
- 4.06 The City intends to award to the lowest responsive responsible bidder based on the evaluation of Schedule 1 bid.

SECTION 00400– BID FORM (continued)

UNIT PRICE BID - SCHEDULE I					
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL

LUMP SUM ITEMS					
1.1	Bonds and Insurance	1	LS	\$	\$
1.2	Mobilization (shall not exceed 5% of total base bid)	1	LS	\$	\$
1.3	Maintenance of Traffic - ARVEST/Finger Road	1	LS	\$	\$
1.4	Maintenance of Traffic - City Streets & Private Access	1	LS	\$	\$
1.5	Trench Safety/Protective Systems	1	LS	\$	\$
1.6	Construction Erosion Control and Sediment Control	1	LS	\$	\$
1.7	Cleaning, Disinfecting, and Sampling	1	LS	\$	\$
1.8	Site Preparation, Clearing and Grubbing, Landscaping	1	LS	\$	\$
1.9	Construction Dewatering	1	LS	\$	\$
1.10	Bypass Pumping (Gravity Sanitary Sewer)	1	LS	\$	\$
1.11	Bypass Pumping (Pump Station)	1	LS	\$	\$
BORING ITEMS					
2.1	Pipe Casing - 12" Steel (Bored)	140	LF	\$	\$
2.2	Pipe Casing - 15" SDR 33 PVC (Open Cut)	150	LF	\$	\$
2.3	Pipe Casing - 16" HDPE DR 17 (Bored)	415	LF	\$	\$
2.4	Pipe Casing - 16" HDPE DR 17 (Open Cut)	50	LF	\$	\$
2.5	Pipe Casing - 16" Steel (Bored)	565	LF	\$	\$
2.6	Pipe Casing - 16" Steel (Open Cut)	40	LF	\$	\$
2.7	Pipe Casing - 18" Steel (Bored)	30	LF	\$	\$
2.8	Pipe Casing - 30" Steel (Bored)	175	LF	\$	\$
2.9	Pipe Casing - 30" SDR 35 PVC (Open Cut)	55	LF	\$	\$
2.10	Pipe Casing - 36" Steel (Bored)	230	LF	\$	\$
2.11	Pipe Casing - 42" Steel (Bored)	200	LF	\$	\$
2.12	Pipe Casing - 54" Steel (Bored)	180	LF	\$	\$
SANITARY SEWER ITEMS					
3.1	Pre-CCTV Sanitary Sewer Mains (6"-15")	1,170	LF	\$	\$
3.2	Sewer Pipe (8" PVC, SDR 26)	505	LF	\$	\$
3.3	Sewer Pipe (8" Certa-Flo DR 21 RJIB PVC)	120	LF	\$	\$
3.4	Sewer Pipe (10" PVC, SDR 26)	345	LF	\$	\$
3.5	Sewer Pipe (15" PVC, SDR 26)	595	LF	\$	\$
3.6	Sewer Pipe (24" PVC, SDR 26)	260	LF	\$	\$
3.7	Sanitary Sewer Trenching and Backfilling, 6'-8' Deep	565	LF	\$	\$
3.8	Sanitary Sewer Trenching and Backfilling, 8'-12' Deep	615	LF	\$	\$
3.9	Sanitary Sewer Trenching and Backfilling, 12'-16' Deep	160	LF	\$	\$
3.10	Post CCTV Sanitary Sewer Mains (8"-24")	1,820	LF	\$	\$
3.11	Sewer Line Marker Post	5	EA	\$	\$
3.12	Standard Depth Manhole (4' Diameter, 0-6' Deep)	19	EA	\$	\$
3.13	Additional Manhole Depth (4' Diameter)	73	VF	\$	\$
3.14	Standard Depth Manhole (5' Diameter, 0-6' Deep)	4	EA	\$	\$
SECTION 00400 - BID FORM (continued)					
3.15	Additional Manhole Depth (5' Diameter)	30	VF	\$	\$
3.16	10" External Drop	6	VF	\$	\$
3.17	Abandon Existing Manhole	9	EA	\$	\$

3.18	Epoxy Coating Manhole 4' & 5"Diameter (15"-24" Sanitary Sewer Mains)	124	VF	\$	\$
3.19	Cut & Plug Existing 4" Force Main	1	EA	\$	\$
3.20	Cut & Plug Existing 8" Sewer Main	1	EA	\$	\$
3.21	Cut & Plug Existing 10" Sewer Main	1	EA	\$	\$
3.22	Cut & Plug Existing 15-24" Sewer Main	5	EA	\$	\$
3.23	Grout Fill & Abandon Existing 8-10" Sewer Main	365	LF	\$	\$
3.24	Grout Fill & Abandon Existing 15" Sewer Main	545	LF	\$	\$
3.25	Grout Fill & Abandon Existing 24" Sewer Main	240	LF	\$	\$
3.26	Remove & Dispose Sanitary Sewer	55	LF	\$	\$
3.27	Tie To Existing Sewer Main With Maxadapter	1	EA	\$	\$
3.28	Reinstate Existing Sewer Service Line	15	EA	\$	\$
3.29	4" PVC Sewer Service Line	180	LF	\$	\$
3.30	4" C900 PVC DR14 Force Main Pipe, Installed	632	LF	\$	\$
3.31	Tie To Existing Pump Station (Core Drill)	1	EA	\$	\$
3.32	Cementious & Epoxy Coating of Pump Station	25	VF	\$	\$
3.33	4" Force Main Pigging Station	1	EA	\$	\$
TRENCHING & REPAIR ITEMS					
4.1	Rock Excavation	500	CY	\$	\$
4.2	Class 7 Granular Backfill	7,400	CY	\$	\$
4.3	Gravel Driveway Repair (6" Thickness)	100	SY	\$	\$
4.4	Asphalt Pavement Repair (Type 3, 3" Thickness)	2,200	SY	\$	\$
4.5	Remove and Replace Curb & Gutter	1,800	LF	\$	\$
4.6	Remove and Replace Concrete Street/Driveway (9" Thickness)	2,100	SY	\$	\$
4.7	Remove and Replace Concrete Sidewalk (4") & Trail (6")	225	SY	\$	\$
4.8	ADA Accessible Ramp (Permanent & Temporary)	3	EA	\$	\$
WATER ITEMS					
5.1	Water Pipe (2" PVC, AWWA C900, Class 305, DR 14)	25	LF	\$	\$
5.2	Water Pipe (6" PVC, AWWA C900, Class 305, DR 14)	20	LF	\$	\$
5.3	Water Pipe (8" PVC, AWWA C900, Class 305, DR 14, Certa-Lok RJIB)	3,500	LF	\$	\$
5.4	Water Pipe (18" DIP, AWWA C151, Class 250)	4,400	LF	\$	\$
5.5	Water Pipe (24" DIP, AWWA C151, Class 250)	355	LF	\$	\$
5.6	Water Pipe (30" DIP, AWWA C151, Class 250) Zinc Coated	20	LF	\$	\$
5.7	Water Pipe (36" DIP, AWWA C151, Class 250) Zinc Coated	920	LF	\$	\$
5.8	Ductile Iron Fittings	48,000	LBS	\$	\$
SECTION 00400 – BID FORM (continued)					
5.9	8" Gate Valve with Valve Box	8	EA	\$	\$
5.10	12" Butterfly Valve with Valve Box	2	EA	\$	\$
5.11	18" Butterfly Valve with Valve Box (Install Only)	2	EA	\$	\$

5.12	24" Butterfly Valve with Valve Box (Install Only)	1	EA	\$	\$
5.13	30" Butterfly Valve with Valve Box (Install Only)	1	EA	\$	\$
5.14	36" Butterfly Valve with Valve Box (Install Only)	2	EA	\$	\$
5.15	2"x 2" Tapping Sleeve and Valve with Valve Box	1	EA	\$	\$
5.16	6"x 6" Tapping Sleeve and Valve with Valve Box	2	EA	\$	\$
5.17	8"x 8" Tapping Sleeve and Valve with Valve Box	5	EA	\$	\$
5.18	10"x 8" Tapping Sleeve and Valve with Valve Box	1	EA	\$	\$
5.19	12"x 12" Tapping Sleeve and Valve with Valve Box	3	EA	\$	\$
5.20	24"x 8" Tapping Sleeve and Valve with Valve Box	1	EA	\$	\$
5.21	36"x 8" Tapping Sleeve and Valve for Dewatering & Dechlorination	1	EA	\$	\$
5.22	36"x 36" Tapping Sleeve and Valve Box (Install Only)	1	EA	\$	\$
5.23	30"x 30" Tapping Sleeve and Valve Box (Install Only)	1	EA	\$	\$
5.24	Install 30" Line Stop with Anchor Collar (See detail M103)	1	EA	\$	\$
5.25	Install 30" Line Stop with Anchor Collar (See detail M104)	1	EA	\$	\$
5.26	Fire Hydrant Assembly	15	EA	\$	\$
5.27	Salvage 7 Return Existing Fire Hydrant to Owner	7	EA	\$	\$
5.28	Salvage 7 Return Existing Water Valve to Owner	0	EA	\$	\$
5.29	Cut & Cap Existing 2" Water Line	3	EA	\$	\$
5.30	Cut & Cap Existing 6"-8" Water Line	9	EA	\$	\$
5.31	Cut & Cap Existing 10"-12" Water Line	4	EA	\$	\$
5.32	Cut & Cap Existing 24"-30" Water Line	3	EA	\$	\$
5.33	Cut & Cap Existing 36" Water Transmission Line	1	EA	\$	\$
5.34	Abandon & Grout Fill 1"-4" Water Lines	1,750	LF	\$	\$
5.35	Abandon & Grout Fill 6"-8" Water Lines	1,240	LF	\$	\$
5.36	Abandon & Grout Fill 10"-12" Water Lines	1,525	LF	\$	\$
5.37	Abandon & Grout Fill 24"-30" Water Lines	520	LF	\$	\$
5.38	Abandon & Grout Fill 36" Water Lines	405	LF	\$	\$
5.39	Remove & Dispose Water Line 1"-8"	215	LF	\$	\$
5.40	Remove & Dispose Water Line 10"-24"	2,460	LF	\$	\$
5.41	Remove & Dispose Water Line 30"-36"	20	LF	\$	\$
5.42	Concrete Blocking	575	CY	\$	\$
5.43	Concrete Anchor Collar	2	EA	\$	\$
5.44	Polyethylene Wrap (18"-24" Pipe, Double Wrapped, V-Bio Outside Wrap)	4,800	LF	\$	\$
5.45	Polyethylene Wrap (30"-36" Pipe, Double Wrapped, V-Bio Outside Wrap)	920	LF	\$	\$
5.46	Water Line Marker Post	12	EA	\$	\$
SECTION 00400- BID FORM (continued)					
5.47	4" Combination Air/Vacuum Release Valve with Vault (Install only for Valve)	2	EA	\$	\$
5.48	Water Service Line (3/4" Copper Tubing, Type K)	110	LF	\$	\$

5.49	Water Service Line (1" Copper Tubing, Type K)	1,540	LF	\$	\$
5.50	Water Service Line (2" Copper Tubing, Type K)	225	EA	\$	\$
5.51	5/8" x 3/4" Single Water Meter Box	9	EA	\$	\$
5.52	5/8" x 3/4" Double Water Meter Box	2	EA	\$	\$
5.53	1" Single Water Meter Box	14	EA	\$	\$
5.54	2" Single Water Meter Box	3	EA	\$	\$
STORM DRAIN ITEMS					
6.1	Install Modular Wall	40	LF	\$	\$
6.2	Remove & Replace 18" CMP	30	LF	\$	\$
6.3	Remove & Replace 18" RCP Class III	10	LF	\$	\$
6.4	Remove & Replace 24" RCP Class III	32	LF	\$	\$
6.5	Remove & Replace 40" CMP	10	LF	\$	\$
6.6	Remove & Replace Concrete Ditch Paving	205	SY	\$	\$
6.7	Remove & Replace Rip Rap (Stabilize Bank)	20	CY	\$	\$
6.8	Remove & Replace Concrete Inlets and Junction Boxes	2	EA	\$	\$

REMOVE AND REPLACE & FINAL SURFACE RESTORATION ITEMS

7.1	Remove and Replace Fence (6' Tall, Chain Link or Pipe)	152	LF	\$	\$
7.2	Remove and Replace Fence (6' or 8' Tall, Wood or Vinyl)	10	LF	\$	\$
7.3	Remove and Replace Sign (Non-Structural)	4	EA	\$	\$
7.4	Remove and Replace/Protect Light Pole	8	EA	\$	\$
7.5	Seeding, Fertilizing and Mulching	1,000	SY	\$	\$
7.6	Solid Sodding	9,000	SY	\$	\$

TOTAL AMOUNT BID SCHEDULE I

\$

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

*See attached bid
bond letter*

A. A 5% required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of _____ Dollars (\$ _____)

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Nabholz Construction Corporation

3301 N 2nd St

Rogers, AR 72757

Email

justin.belk@nabholz.com

Phone No.

501-889-4501

Fax No.

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SECTION 00400 - BID FORM (continued)

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION / SIGNATURE

- 9.01 Contractor's Assurances.

- A. As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

1. **EQUAL OPPORTUNITY** I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.
2. **LABOR STANDARDS** I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

3. **OSHA REQUIREMENTS** I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

4. **PROCUREMENT PROHIBITIONS** As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

5. **DEBARMENT AND SUSPENSION** I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on Tuesday February 25th, 2025

Arkansas State Contractor License No. 0000020325

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : _____ (SEAL)

By: _____

SECTION 00400- BID FORM (continued)

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : Nebraska Construction (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability):

S-Corp

By: [Signature]

Name (type or printed): Justin Bell

Title: Project Executive

Attest: [Signature] (CORPORATE SEAL)

Business address: 3301 N 2nd Street

Rogers, AR 72756

Phone No: 501-889-4501 Fax No. _____

Email Address: Justin.Bell@Nebraska12.com

Tax ID No: 71-0272097

SECTION 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Utility Relocations for I-49/MLK Interchange

Bid 25-29, Construction

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name</u> <u>and Address</u>	<u>Expected Percentage</u> <u>or Value</u>
<u>Designate Work</u>		
<u>SEE ATTACHED</u>		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Nabholz Construction
Bidder's name (type or print)

[Signature]
Bidder's name (signature)

2/25/2025
Date

END OF SECTION 00430

SECTION 00430 – LIST OF SUBCONTRACTORS

SUBCONTRACTOR WORK	SUBCONTRACTOR'S NAME	LOCATION	EXPECTED % OR VALUE
BORES	H&H BORING	FAYETTEVILLE, AR	\$430,000.00
BORES	SUPERMAN	BENTONVILLE, AR	\$1,000,000.00
LINESTOP	INTERNATIONAL FLOW	MUSTANG, OK	\$93,000.00
EPOXY LINING	ICM TECH	JACKSONVILLE, AR	\$83,000.00
UTILITY MATERIALS	FERGUSON	SPRINGDALE, AR	\$3,000,000.00
CELLFILL	CELLFILL	GROVE, OK	\$75,000.00
AGGREGATE/ ASPHALT	APAC	FAYETTEVILLE, AR	\$700,000.00
TRAFFIC CONTROL	TIME STRIPING	VAN BUREN, AR	\$90,000.00

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT

Contract Name: Utility Relocations for I-49/MLK Interchange
 Bid 25-29, Construction

Date: February 25, 2025

SUBMITTED TO:

The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Nabholz
Tax ID No. 71-0272097
Name Justin Belk
Address 3301 N 2nd St. Rogers, AR
Principal Office 3301 N 2nd St. Rogers, AR
Corporation, LLC, partnership, individual, joint
venture, other S-Corp
Arkansas State General Contractor’s License Number
0000020324
(Type or legibly print)

For a Bidder (Contractor) to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville.

The Contractor must also provide documentation with the bid to document:

The Contractor’s successful completion of five contracts similar in scope to this City of Fayetteville Bid.

The Contractor shall have executed work for municipalities operating water distribution and sanitary sewer collection facilities with a minimum of three (3) projects equaling or exceeding five hundred thousand dollars (\$500,000) for installation of the product(s) bid. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville attached to this section. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

EXPERIENCE STATEMENT (MANDATORY)

1. Bidder has been engaged as a General Contractor in construction for 75 years and has performed work of the nature and magnitude of this Contract for 75 years. Bidder has been in business under its present name for 75 years.
2. The Contactor must also provide documentation with the bid to document the Contractor’s successful experience with the following:
 - a. The Contactor must also provide documentation with the bid to document the Contractor’s successful completion of five contracts similar in scope to this City of Fayetteville Bid.
3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)
5. Has Bidder ever failed to complete any project? If so, state when, where, and why (continued on attached sheets if needed):

Nabholz has never failed to complete a project.

6. Bidder normally performs the following work with his own forces:

Founded 75 years ago in Arkansas, Nabholz has grown from a small construction company into a national multi-service contractor with over \$1B in annual volume and an unmatched variety of services in construction, facility maintenance, industrial and specialty installation, custom millwork and metal fabrication, energy efficiency, and excavation. Our team of more than 1,600 industry-leading professionals has extensive experience with projects of all sizes in aviation, industrial, manufacturing, education, healthcare, commercial, municipalities, and more. Our team spans across offices in seven states, and with licenses in over 40, we can work on your projects all over the country.
7. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

The Hartford - Sherri Escovedo, 501.377.8220

Stephens Insurance, LLC

111 Center Street, Suite 1400, Little Rock, AR 72201

9. Bidder's Workers' Compensation Experience Modifier Factor is:

0.58

10. Bidder certifies they are not debarred from doing business from any government entity.

A. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

SECTION 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: February 25, 20 25

(OFFICIAL SEAL)

Name of Organization:

Nabholz

By Justin Belk

(Type or legibly print)

By Justin Belk

(Signature)

Title Project Executive

(Type or legibly print)

SEAL

If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation or LLC, the corporate name shall be signed, followed by the signature of a duly authorized officer and with the corporate seal affixed.

Contractor shall attach evidence of authority of signature. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor’s signature and authority to sign.

END OF SECTION 00140

2. The Contactor must also provide documentation with the bid to document the Contractor's successful experience with the following:

a. The Contactor must also provide documentation with the bid to document the Contractor's successful completion of five contracts similar in scope to this City of Fayetteville Bid.

Experience in construction work similar in importance to this project.

Nabholz has preconstruction, project management, and field staff that are skilled in the pricing and construction of sewer line projects and lift stations. Nabholz has recently built new lift stations in Elkins and Cave Springs. On the MLK Utility Relocation project in Fayetteville, Nabholz installed new sewer main line while utilizing bypass pumps to ensure existing sewer service was maintained. In Fort Smith, Nabholz is performing sewer system rehab work for the city utility department. These recent projects and decades of past projects all over the NWA and the River Valley show that Nabholz is willing and able to perform the work associated with the City of Fayetteville.

3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

Project name	Brush Creek Lift Station Repair And Force Main Improvements
Owner	City of Springdale
Name of owner contact	Ronald Watkins
Engineer/architect	City of Springdale
Name of engineer/architect contact:	Ronald Watkins
Amount of contract	\$2.5 million
Surety:	The Hartford - Sherri Escovedo, 501.377.8220 Stephens Insurance, LLC 111 Center Street, Suite 1400, Little Rock, AR 72201
Estimated completion date	December 2026

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer/architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

Project name	15th Street / MLK Utility Relocation
Owner	City of Fayetteville
Name of owner contact	Oren Noble
Engineer/architect	Hawkins Weir
Name of engineer/architect contact:	Oren Noble
Amount of contract	\$4 million
Surety:	The Hartford - Sherri Escovedo, 501.377.8220 Stephens Insurance, LLC 111 Center Street, Suite 1400, Little Rock, AR 72201
Date of completion	March 2025
Percentage of the cost of the Work performed with Bidder's own forces	80%

Project name	Home Office Campus
Owner	Walmart
Name of owner contact	Josh Tuberville
Engineer/architect	Walter P Moore
Name of engineer/architect contact:	Ted Vuong
Amount of contract	Confidential
Surety:	The Hartford - Sherri Escovedo, 501.377.8220 Stephens Insurance, LLC 111 Center Street, Suite 1400, Little Rock, AR 72201
Date of completion	Winter 2025
Percentage of the cost of the Work performed with Bidder's own forces	Confidential

Project name	Ft Smith Open Cut Project
Owner	City of Ft Smith
Name of owner contact	Austin Pierce
Engineer/architect	Engineer RJN Engineers
Name of engineer/architect contact:	Austin Pierce
Amount of contract	\$7.75 million
Surety:	The Hartford - Sherri Escovedo, 501.377.8220 Stephens Insurance, LLC 111 Center Street, Suite 1400, Little Rock, AR 72201
Date of completion	January 2026
Percentage of the cost of the Work performed with Bidder's own forces	90%

7. Construction experience of key individuals in the organization is as follows



JUSTIN BELK
PROJECT EXECUTIVE

26 YEARS IN INDUSTRY
15 YEARS WITH NABHOLZ

justin.belk@nabholz.com | O: 479.659.7871 | C: 501.889.4501

Justin will bring his extensive knowledge of the Walmart Campus to the team. Justin will work collaboratively with all stakeholders and Nabholz personnel to develop and execute a management plan resulting in a high trust relationship.

PARTIAL PROJECT EXPERIENCE INCLUDES:

Walmart Home Office - Bentonville, AR
Project Neo
North Data Center Expansion - Pineville, MO Southeast

ARDOT Projects:

Lee Creek (HWY 220) Reconstruction (Crawford County),
Hwy 155 Reconstruction (Perry County), Hwy 265 Widening
(Washington County), Hwy 62 Widening (Benton and Carroll
Counties), Interstate 49 Widening (Benton County), Hwy 65
Widening (Boone County)

University of Arkansas - Fayetteville, AR
Football Operations
North End Zone Expansion
Stadium Drive Roundabouts

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Construction Management - UALR
Confined Space and Competent Person Training
OSHA 30-Hour Certification
Center for Training Transportation Professionals NPDES
Certified Professional Estimator
(General Estimating and Earthwork)
Arkansas Asphalt Paving Association (AAPA)
AGC Heavy Highway



JOE FIFER, PE, ASSOC. DBIA
SENIOR PROJECT MANAGER

16 YEARS IN INDUSTRY
2021 JOINED NABHOLZ

joe.fifer@nabholz.com | C: 501.993.8749

Joe will bring his extensive experience in all things civil to the team. Joe will work collaboratively with the City of Fayetteville's representatives, architects, and other Nabholz personnel to develop and execute a management plan that will result in a project completed on time, on budget, and with the utmost quality.

PARTIAL PROJECT EXPERIENCE:

City of Rogers AR /
Rogers Water Utilities
Centennial Pedestrian Plaza (CM)
Pine Street Improvements (CM)
Pine Street Parking Lot (CM)
Arkansas St Improvements - North
Storm Drainage (CM)
Nabholz Utility Location Services -
Various Locations
Harry Tracy Water Treatment Plant - San
Bruno, CA*
Long Term Improvement Project
Markham Hill Development Projects -
Fayetteville (CM)

Drake Farms Development - Fayetteville
(CM)
Preformed Line Products - Rogers (DB)
JB Hunt Yard Expansion
Edgerton, KS /Dallas, TX (DB)
Creekside Medical Development -
Rogers (DB)

**denotes experienced gained with a previous firm*

EDUCATION/CERTIFICATIONS:

Bachelor of Science in Civil Engineering -
University of Arkansas Fayetteville
Past Board Member of the University of
Arkansas Civil Engineering Alumni Association
Member of American Society of Civil Engineers
Member of Design Build Institute of America
Licensed Civil Engineer
(AR - 17733; LA - 38567)
Associate DBIA Certification



MARK KING

UTILITIES GENERAL SUPERINTENDENT

mark.king@nabholz.com | C: 479.531.3241

39 YEARS IN INDUSTRY
29 YEARS WITH NABHOLZ

Mark has been with Nabholz for 29 years and is the General Superintendent of Utilities. He will be providing support to the project superintendent with quality control, site safety and production risk management. Mark will utilize his experience in the constructability reviews, to ensure all aspects of the project are constructable and economical.

PARTIAL PROJECT EXPERIENCE INCLUDES:

- Springdale Water Utilities - Springdale, AR
 - Grand Valley Sewer Interceptor and Lift Station
- Crystal Bridges Museum of American Art - Bentonville, AR
- University of Arkansas - Fayetteville, AR
 - Football Operations
 - North End Zone Expansion
 - Stadium Drive Roundabouts
 - Faulkner Performing Arts
 - Razorback Road Parking Lot Expansion
 - Adohi Hall
 - Pomfret Hall Expansion
- City of Tulsa - Tulsa, OK
 - Cherry Creek Flow Equalization Basin Addition
- Northwest Arkansas Conservation Authority - Bentonville, AR
 - Gravity Sewer Extension
- JB Hunt Transport, Inc. - Lowell, AR
 - Campus Expansion (multiple projects)
- Washington Regional Hospital - Fayetteville, AR
 - Women's Center Addition
- Arkansas Children's Northwest - Springdale, AR
- Bentonville School District - Bentonville, AR
 - Osage Creek Elementary
 - Creekside Middle School
- HWY 112 Widening (Through UA Campus)
- Walmart, Inc - Bentonville, AR
 - Project NEO
 - Neighborhood Market (Pea Ridge, Rogers, Fayetteville)
 - North Data Center Expansion - Pineville, MO
- Osage Casinos - Ponca City & Skiatook OK
- Northwest Arkansas Regional Airport - Bentonville, AR
 - Parking Garage
- Arvest Bank - Lowell, AR
 - Data Center

EDUCATION/CERTIFICATIONS:

- OSHA 30 Hour
- CPR/First-Aid Certified
- Confined Space and Competent Person
- Trench & Excavation Competent Person
- MSHA
- National Pollutant Discharge Elimination System

SECTION 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Nabholz Construction Corporation

625 Kerr Street

Van Buren, AR 72956

as Principal, hereinafter called the Principal, and

Hartford Fire Insurance Company

One Hartford Plaza

Hartford, CT 06155

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of Five Percent of Amount Bid**

_____ Dollars (\$5% of Amount Bid), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Utility Relocations for I-49/MLK Interchange

Bid 25-29, Construction.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of February 2025

SECTION 00410 – BID BOND (continued)

PRINCIPAL

(CORPORATE SEAL)

Nabholz Construction Corporation

By

(Signature)

(Type or print)

SURETY

Hartford Fire Insurance Company

By

(Signature)

(Type or print)

ATTORNEY-IN-FACT

Hartford Fire Insurance Company

By

(Signature)

Sherese Escovedo - Attorney-in-Fact

(Type or print)

This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety



END OF SECTION 00410

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: STEPHENS INSURANCE LLC
Agency Code: 38-591883 and 38-593062

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Ami Ashmore, J.R. Bizzell, Sherese Escovedo, Ted Grace, Kathy Jones, Cathy Kelley, Stephanie Lively, Stanley Guy Payne, Felecia M. Prince, of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 18th, 2025.

Signed and sealed in Lake Mary, Florida.

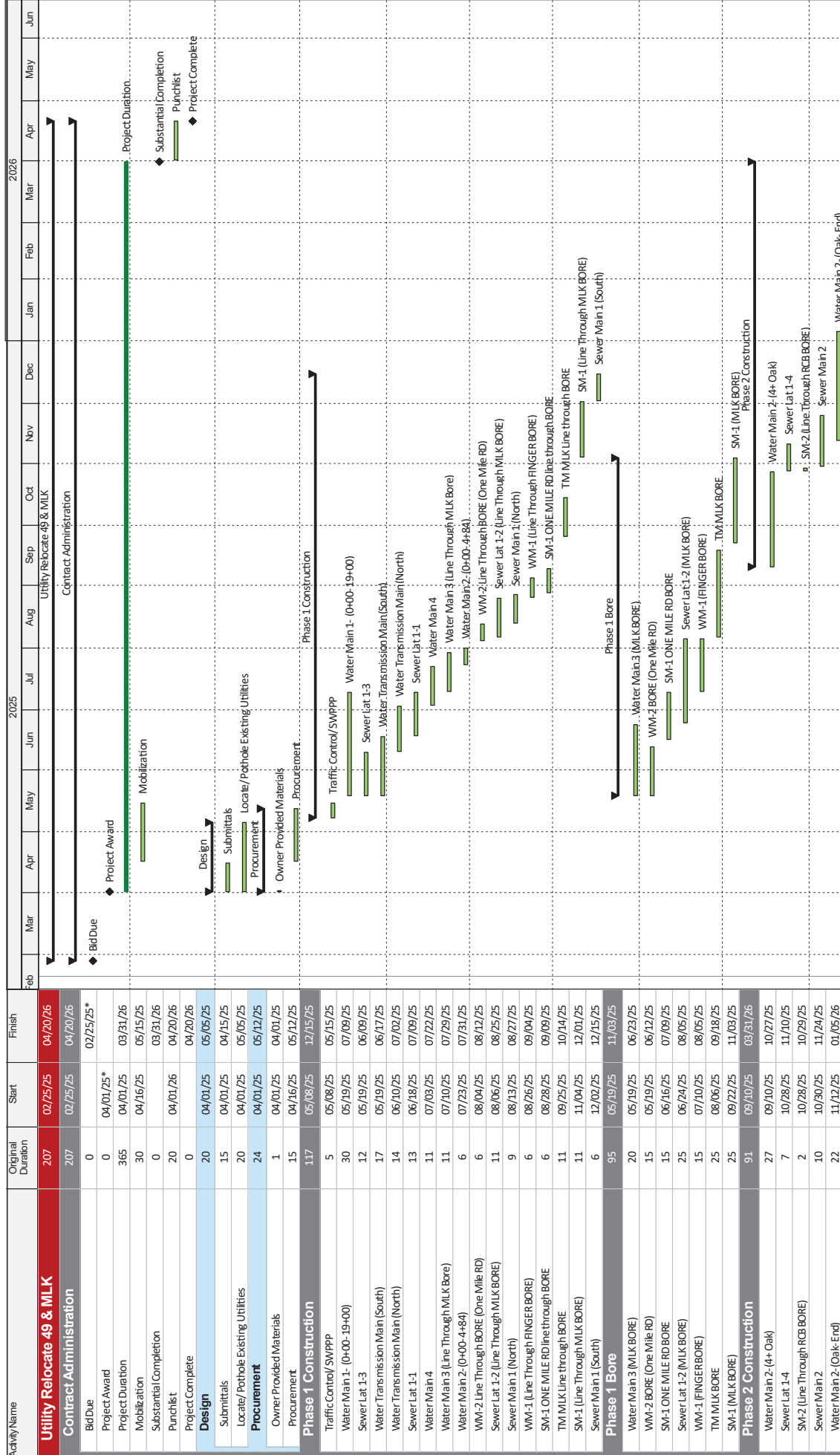


Keith D. Dozols

Keith D. Dozols, Assistant Vice President

Utility Relocate 49 MLK

02/20/25 10:56
Data Date: 02/18/25





Contact:

Phone:

Fax:

Quote To:

Phone:

Fax:

Job Name:

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1010	1.1 BONDS AND INSURANCE	1.00	LS	219,000.00	219,000.00
1020	1.2 MOBILIZATION (SHALL NOT EXCEED 5% OF TOTAL BID	1.00	LS	644,000.00	644,000.00
1030	1.3 MAINTENANCE OF TRAFFIC - ARVEST/FINGER ROAD	1.00	LS	18,600.00	18,600.00
1040	1.4 MAINTENANCE OF TRAFFIC - CITY STREETS & PRIVAT	1.00	LS	234,810.00	234,810.00
1050	1.5 TRENCH SAFETY/PROTECTIVE SYSTEMS	1.00	LS	356,340.00	356,340.00
1060	1.6 CONSTRUCTION EROSION CONTROL AND SEDIMENT CONT	1.00	LS	127,650.00	127,650.00
1070	1.7 CLEANING, DISINFECTING, AND SAMPLING	1.00	LS	76,500.00	76,500.00
1080	1.8 SITE PREPARATION, CLEARING & GRUBBING, LANDSCA	1.00	LS	595,400.00	595,400.00
1090	1.9 CONSTRUCTION DEWATERING	1.00	LS	35,050.00	35,050.00
1100	1.10 BYPASS PUMPING (GRAVITY SANITARY SEWER)	1.00	LS	151,800.00	151,800.00
1110	1.11 BYPASS PUMPING (PUMP STATION)	1.00	LS	17,614.00	17,614.00
2000	2.1 PIPE CASING - 12" STEEL (BORED)	140.00	LF	1,107.00	154,980.00
2050	2.2 PIPE CASING - 15" SDR 35 PVC (OPEN CUT)	150.00	LF	222.00	33,300.00
2100	2.3 PIPE CASING - 12"/16" HDPE DR 17 (BORED)	415.00	LF	668.00	277,220.00
2150	2.4 PIPE CASING - 16" HDPE DR17 (OPEN CUT)	50.00	LF	205.00	10,250.00
2200	2.5 PIPE CASING - 16" STEEL (BORED)	565.00	LF	1,048.00	592,120.00
2250	2.6 PIPE CASING- 16" STEEL (OPEN CUT)	40.00	LF	236.50	9,460.00
2300	2.7 PIPE CASING- 18" STEEL (BORED)	30.00	LF	1,800.00	54,000.00
2350	2.8 PIPE CASING - 30" STEEL (BORED)	175.00	LF	2,640.00	462,000.00
2400	2.9 PIPE CASING - 30" SDR 35 PVC (OPEN CUT)	55.00	LF	503.00	27,665.00
2450	2.10 PIPE CASING - 36" STEEL (BORED)	230.00	LF	2,115.00	486,450.00
2500	2.11 PIPE CASING - 42" STEEL (BORED)	200.00	LF	3,120.00	624,000.00
2550	2.12 PIPE CASING - 54" STEEL (BORED)	180.00	LF	3,550.00	639,000.00
3010	3.1 PRE-CCTV SANITARY SEWER MAINS (6"-15")	1,170.00	LF	10.00	11,700.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3020	3.2 SEWER PIPE (8" PVC, SDR 26)	505.00	LF	19.50	9,847.50
3030	3.3 SEWER PIPE (8" CERTA-FLO DR 21 RJIB PVC)	120.00	LF	32.50	3,900.00
3040	3.4 SEWER PIPE (10" PVC, SDR 26)	345.00	LF	27.50	9,487.50
3050	3.5 SEWER PIPE (15" PVC, SDR 26)	595.00	LF	53.50	31,832.50
3060	3.6 SEWER PIPE (24" PVC, SDR 26)	260.00	LF	96.00	24,960.00
3070	3.7 SANITARY SEWER TRENCHING AND BACKFILLING, 6-8'	565.00	LF	88.00	49,720.00
3080	3.8 SANITARY SEWER TRENCHING AND BACKFILLING, 8-12	615.00	LF	105.00	64,575.00
3090	3.9 SANITARY SEWER TRENCHING AND BACKFILLING, 12-1	160.00	LF	250.00	40,000.00
3100	3.10 POST CCTV SANITARY SEWER MAINS (8"-24")	1,820.00	LF	7.60	13,832.00
3110	3.11 SEWER LINE MARKER POST	5.00	EA	118.00	590.00
3120	3.12 STANDARD DEPTH MANHOLE (4' DIAMETER, 0-6' DEE	19.00	EA	7,000.00	133,000.00
3130	3.13 ADDITIONAL MANHOLE DEPTH (4' DIAMETER)	73.00	VF	760.00	55,480.00
3140	3.14 STANDARD DEPTH MANHOLE (5' DIAMETER, 0-6' DEE	4.00	EA	8,200.00	32,800.00
3150	3.15 ADDITIONAL MANHOLE DEPTH (5' DIAMETER)	30.00	VF	950.00	28,500.00
3160	3.16 10 " INSIDE DROP	10.00	VF	375.00	3,750.00
3170	3.17 ABANDON EXISTING MANHOLE	9.00	EA	2,020.00	18,180.00
3180	3.18 EPOXY COATING MANHOLE 4' & 5" DIAMETER (15"-24	124.00	VF	570.00	70,680.00
3190	3.19 CUT & PLUG EXISTING 4" FORCE MAIN	1.00	EA	4,490.00	4,490.00
3200	3.20 CUT & PLUG EXISTING 8" SEWER MAIN	1.00	EA	1,700.00	1,700.00
3210	3.21 CUT & PLUG EXISTING 10" SEWER MAIN	1.00	EA	1,730.00	1,730.00
3220	3.22 CUT & PLUG EXISTING 15"-24" SEWER MAIN	5.00	EA	4,485.00	22,425.00
3230	3.23 GROUT FILL & ABANDON EXISTING 8"-10" SEWER MA	365.00	LF	28.00	10,220.00
3240	3.24 GROUT FILL & ABANDON EXISTING 15" SEWER MAIN	545.00	LF	30.00	16,350.00
3250	3.25 GROUT FILL & ABANDON EXISTING 24" SEWER MAIN	240.00	LF	57.00	13,680.00
3260	3.26 REMOVE & DISPOSE SANITARY SEWER	55.00	LF	60.00	3,300.00
3270	3.27 TIE TO EXISTING SEWER MAIN WITH MAXADAPTER	1.00	EA	900.00	900.00
3280	3.28 REINSTATE EXISTING SEWER SERVICE LINE	15.00	EA	2,380.00	35,700.00
3290	3.29 4" PVC SDR 26 SEWER SERVICE LINE	180.00	LF	67.00	12,060.00
3300	3.30 4" C900 PVC DR14 FORCE MAIN PIPE, INSTALLED	632.00	LF	89.00	56,248.00
3310	3.31 TIE TO EXISTING PUMP STATION (CORE DRILL)	1.00	EA	2,225.00	2,225.00
3320	3.32 CEMENTITIOUS & EPOXY COATING OF PUMP STATION	25.00	VF	1,600.00	40,000.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3330	3.33 4" FORCE MAIN PIGGING STATION	1.00	EA	28,000.00	28,000.00
4010	4.1 ROCK EXCAVATION	500.00	CY	10.00	5,000.00
4020	4.2 CLASS 7 GRANULAR BACKFILL	7,400.00	CY	75.00	555,000.00
4030	4.3 GRAVEL DRIVEWAY REPAIR (6" THICKNESS)	100.00	SY	10.50	1,050.00
4040	4.4 ASPHALT PAVEMENT REPAIR (TYPE 3, 3" THICKNESS)	2,200.00	SY	195.00	429,000.00
4050	4.5 REMOVE AND REPLACE CURB AND GUTTER	1,800.00	LF	56.00	100,800.00
4060	4.6 REMOVE AND REPLACE CONCRETE STREET/DRIVEWAY (9	2,100.00	SY	154.00	323,400.00
4070	4.7 REMOVE AND REPLACE CONCRETE SIDEWALK (4") & TR	225.00	SY	119.00	26,775.00
4080	4.8 ADA ACCESSIBLE RAMP (PERMANENT & TEMPORARY)	3.00	EA	170.00	510.00
5010	5.1 WATER PIPE (2" PVC, AWWA C900, CLASS 305, DR 1	25.00	LF	58.00	1,450.00
5020	5.2 WATER PIPE (6" PVC, AWWA C900, CLASS 305, DR 1	20.00	LF	81.00	1,620.00
5030	5.3 WATER PIPE (8" PVC, AWWA C900, CLASS 305, DR 1	3,500.00	LF	108.00	378,000.00
5040	5.4 WATER PIPE (18" DIP, AWWA C151, CLASS 250)	4,400.00	LF	256.00	1,126,400.00
5050	5.5 WATER PIPE (24" DIP, AWWA C151, CLASS 250)	355.00	LF	415.00	147,325.00
5060	5.6 WATER PIPE (30" DIP, AWWA C151, CLASS 250) ZIN	20.00	LF	675.00	13,500.00
5070	5.7 WATER PIPE (36" DIP, AWWA C151, CLASS 250) ZIN	920.00	LF	885.00	814,200.00
5080	5.8 DUCTILE IRON FITTINGS	48,000.00	LBS	24.50	1,176,000.00
5090	5.9 8" GATE VALVE WITH VALVE BOX	8.00	EA	3,670.00	29,360.00
5100	5.10 12" BUTTERFLY VALVE WITH VALVE BOX	2.00	EA	13,750.00	27,500.00
5110	5.11 18" BUTTERFLY VALVE WITH VALVE BOX (INSTALL O	2.00	EA	4,290.00	8,580.00
5120	5.12 24" BUTTERFLY VALVE WITH VALVE BOX (INSTALL O	1.00	EA	6,190.00	6,190.00
5130	5.13 30" BUTTERFLY VALVE WITH VALVE BOX (INSTALL O	1.00	EA	11,670.00	11,670.00
5140	5.14 36" BUTTERFLY VALVE WITH VALVE BOX (INSTALL O	2.00	EA	14,230.00	28,460.00
5150	5.15 2"X2" TAPPING SLEEVE AND VALVE WITH VALVE BOX	1.00	EA	2,640.00	2,640.00
5160	5.16 6"X6" TAPPING SLEEVE AND VALVE WITH VALVE BOX	2.00	EA	6,405.00	12,810.00
5170	5.17 8"X8" TAPPING SLEEVE AND VALVE WITH VALVE BOX	5.00	EA	8,930.00	44,650.00
5180	5.18 10"X8" TAPPING SLEEVE AND VALVE WITH VALVE BO	1.00	EA	9,210.00	9,210.00
5190	5.19 12"X12" TAPPING SLEEVE AND VALVE WITH VALVE B	3.00	EA	14,970.00	44,910.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5200	5.20 24"X8" TAPPING SLEEVE AND VALVE WITH VALVE BO	1.00	EA	13,980.00	13,980.00
5210	5.21 36"X8" TAPPING SLEEVE AND VALVE FOR DEWATERIN	1.00	EA	19,300.00	19,300.00
5220	5.22 36"X36" TAPPING SLEEVE AND VALVE WITH VALVE B	1.00	EA	28,500.00	28,500.00
5230	5.23 30"X30" TAPPING SLEEVE AND VALVE WITH VALVE B	1.00	EA	25,200.00	25,200.00
5240	5.24 INSTALL 30" LINE STOP WITH ANCHOR COLLAR (SEE	1.00	EA	110,000.00	110,000.00
5250	5.25 INSTALL 36" LINE STOP WITH ANCHOR COLLAR (SEE	1.00	EA	124,000.00	124,000.00
5260	5.26 FIRE HYDRANT ASSEMBLY	15.00	EA	15,600.00	234,000.00
5270	5.27 SALVAGE7 RETURN EXISTING FIRE HYDRANT TO OWN	7.00	EA	2,090.00	14,630.00
5290	5.29 CUT & CAP EXISTING 2" WATER LINE	3.00	EA	2,840.00	8,520.00
5300	5.30 CUT & CAP EXISTING 6"-8" WATER LINE	9.00	EA	4,440.00	39,960.00
5310	5.31 CUT & CAP EXISTING 10"-12" WATER LINE	4.00	EA	5,450.00	21,800.00
5320	5.32 CUT & CAP EXISTING 24"-30" WATER LINE	3.00	EA	20,000.00	60,000.00
5330	5.33 CUT & CAP EXISTING 36" WATER TRANSMISSION LIN	1.00	EA	25,000.00	25,000.00
5340	5.34 ABANDON & GROUT FILL 1"-4" WATER LINES	1,750.00	LF	6.70	11,725.00
5350	5.35 ABANDON & GROUT FILL 6"-8" WATER LINES	1,240.00	LF	10.30	12,772.00
5360	5.36 ABANDON & GROUT FILL 10"-12" WATER LINES	1,525.00	LF	13.10	19,977.50
5370	5.37 ABANDON & GROUT FILL 24"-30" WATER LINES	520.00	LF	56.00	29,120.00
5380	5.38 ABANDON & GROUT FILL 36" WATER LINE	405.00	LF	80.00	32,400.00
5390	5.39 REMOVE & DIPOSE WATER LINE 1"-8"	215.00	LF	42.50	9,137.50
5400	5.40 REMOVE & DIPOSE WATER LINE 10"-24"	2,460.00	LF	59.50	146,370.00
5410	5.41 REMOVE & DIPOSE WATER LINE 30"-36"	20.00	LF	84.00	1,680.00
5420	5.42 CONCRETE BLOCKING	575.00	CY	602.00	346,150.00
5430	5.43 CONCRETE ANCHOR COLLAR	2.00	EA	26,700.00	53,400.00
5440	5.44 POLYETHYLENE WRAP (18"-24" PIPE, DOUBLE WRAPP	4,800.00	LF	10.00	48,000.00
5450	5.45 POLYETHYLENE WRAP (30"-36" PIPE, DOUBLE WRAP	920.00	LF	15.00	13,800.00
5460	5.46 WATER LINE MARKER POST	12.00	EA	120.00	1,440.00
5470	5.47 4" COMBINATION AIR/VACUUM RELEASE VALVE WITH	2.00	EA	16,200.00	32,400.00
5480	5.48 WATER SERVICE LINE (3/4" COPPER TUBING, TYPE	110.00	LF	73.00	8,030.00
5490	5.49 WATER SERVICE LINE (1" COPPER TUBING, TYPE K)	1,540.00	LF	83.00	127,820.00
5500	5.50 WATER SERVICE LINE (2" COPPER TUBING, TYPE K)	225.00	LF	133.00	29,925.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5510	5.51 5/8 "X 3/4" SINGLE WATER METER BOX	9.00	EA	2,250.00	20,250.00
5520	5.52 5/8 "X 3/4" DOUBLE WATER METER BOX	2.00	EA	3,485.00	6,970.00
5530	5.53 1" SINGLE WATER METER BOX	14.00	EA	2,675.00	37,450.00
5540	5.54 2" SINGLE WATER METER BOX	3.00	EA	7,955.00	23,865.00
6010	6.1 INSTALL MODULAR WALL	40.00	LF	316.00	12,640.00
6020	6.2 REMOVE & REPLACE 18" CMP	30.00	LF	158.00	4,740.00
6030	6.3 REMOVE & REPLACE 18" RCP CLASS III	10.00	LF	187.00	1,870.00
6040	6.4 REMOVE & REPLACE 24" RCP CLASS III	32.00	LF	204.00	6,528.00
6050	6.5 REMOVE & REPLACE 40" CMP	10.00	LF	470.00	4,700.00
6060	6.6 REMOVE & REPLACE CONCRETE DITCH PAVING	205.00	SY	120.00	24,600.00
6070	6.7 REMOVE & REPLACE RIP RAP (STABILIZE BANK)	20.00	CY	105.00	2,100.00
6080	6.8 REMOVE & REPLACE CONCRETE INLETS AND JUNCTION	2.00	EA	7,735.00	15,470.00
7010	7.1 REMOVE AND REPLACE FENCE (6' OR 8' TALL, WOOD	152.00	LF	69.00	10,488.00
7020	7.2 REMOVE AND REPLACE FENCE (6' TALL, CHAIN LINK	10.00	LF	69.00	690.00
7030	7.3 REMOVE AND REPLACE SIGN (NON-STRUCTURAL)	4.00	EA	175.00	700.00
7040	7.4 REMOVE AND REPLACE/ PROTECT LIGHT POLE	8.00	EA	1,750.00	14,000.00
7050	7.5 SEEDING, FERTILIZING AND MULCHING	1,000.00	SY	9.00	9,000.00
7060	7.6 SOLID SODDING	9,000.00	SY	11.00	99,000.00
GRAND TOTAL					\$13,969,179.50

January 2025

SECTION 00410 – BID BOND (continued)

PRINCIPAL

(CORPORATE SEAL)

Nabholz Construction Corporation

By 

(Signature)

Justin Bell

(Type or print)

SURETY

Hartford Fire Insurance Company

By 

(Signature)

Sherese Escovedo

(Type or print)

ATTORNEY-IN-FACT

Hartford Fire Insurance Company

By 

(Signature)

Sherese Escovedo - Attorney-in-Fact

(Type or print)

This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety



END OF SECTION 00410

POWER OF ATTORNEY

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: STEPHENS INSURANCE LLC
Agency Code: 38-591883 and 38-593062

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Ami Ashmore, J.R. Bizzell, Sherese Escovedo, Ted Grace, Kathy Jones, Cathy Kelley, Stephanie Lively, Stanley Guy Payne, Felecia M. Prince, of LITTLE ROCK, Arkansas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

SS. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 18th, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **ARKANSAS DEPARTMENT OF TRANSPORTATION (CHANGE ORDER NO. 5):**

RECOMMENDATION:

Staff recommends approval of Change Order #5 to the agreement with the Arkansas Department of Transportation (ARDOT) in the amount of \$2,247,123.36 related to the Interstate-49 MLK Interchange Improvements ARDOT Project 040846, and to approve a budget adjustment.

BACKGROUND:

ARDOT has requested utility relocations to prepare for the widening of Martin Luther King, Jr. Blvd. (Highway-62) from S. Leflar Way to S. Sang Ave. including reconstruction of the interstate overpass and creation of a new overpass at 15th Street. The relocation agreement has had several change orders to-date as the project has completed phasing milestones:

9/5/2023	Original Utility Relocation Agreement	(Res. 190-23)
1/2/2024	Change Order #1&2 for 15th Street Bid Award	(Res. 9-24)
5/7/2024	Change Order #3 for MLK Final Design	(Res. 129-24)
12/4/2024	Change Order #4 for MLK Estimated Budget	(Res. 294-24)

DISCUSSION:

The project has been successfully bid and construction cost estimates can now be updated and recalculated based on contract values. Change Order #5 with ARDOT is based on the results of Bids 25-22 and 25-29 for material procurement and construction, respectively.

The projected price increase stands at \$2,247,123.36 and will be confirmed upon the completion and reconciliation of all project expenses.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to fully fund the Interstate-49 MLK Interchange Improvements ARDOT Project 040846 and to recognize revenue for the reimbursement that ARDOT will provide for this project at a later time.

ATTACHMENTS: SRF (#3) , BA (#4), Change Order 5 - Signed (#5)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-432

ARKANSAS DEPARTMENT OF TRANSPORTATION (CHANGE ORDER NO. 5):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 5 TO THE AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$2,247,123.36 FOR INTERSTATE 49 - MLK INTERCHANGE IMPROVEMENTS AND UTILITY RELOCATIONS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, ARDOT has requested utility relocations to prepare for the widening of Martin Luther King, Jr. Blvd. from South Leflar Way to South Sang Avenue including reconstruction of the interstate overpass and creation of a new overpass at 15th Street; and

WHEREAS, a number of contracts and change orders related to the design and construction of the utility relocations have been approved by the City Council, including Change Order No. 4 which was based on construction cost estimates; and

WHEREAS, Change Order No. 5 contains updated project costs based on the results of Bids 25-22 and 25-29 with a total price increase of \$2,247,123.36.

NOW, THEREFORE, 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 authorizes Mayor Rawn to sign Change Order No. 5 to the agreement with the Arkansas Department of Transportation in the amount of \$2,247,123.36 for Interstate 49 - MLK Interchange Improvements and associated utility relocations. A copy of Change Order No. 5 is attached to this Resolution and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2025-432

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

3/26/2025

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order #5 to the agreement with the Arkansas Department of Transportation (ARDOT) related to the Interstate-49 MLK Interchange Improvements ARDOT Project 040846, and approval of a budget adjustment.

Budget Impact:

5400.720.5600-5808.00
/ 5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

11011.2301

Water & Sewer Relocations, I-49 & Hwy 62 (MLK)
Interchange

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 7,592,848.00

Expenses (Actual+Encum)

\$ 2,137,663.66

Available Budget

\$ 5,455,184.34

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 14,764,797.00

Remaining Budget

\$ 20,219,981.34

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2025	Division /Org2 UTILITIES DIRECTOR (700) Requestor: Kevin Springer	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of Change Order #5 to the agreement with the Arkansas Department of Transportation (ARDOT) related to the Interstate-49 MLK Interchange Improvements ARDOT Project 040846, and approval of a budget adjustment.

RESOLUTION/ORDINANCE	COUNCIL DATE:	4/15/2025
	ITEM ID#:	2025-432
	<i>Kevin Springer</i>	
	<i>3/27/2025 3:03 PM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	18,564,792	18,564,792					v.2025311
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
5400.720.5600-5808.00	11,964,414	-	11011	2301	EX	Improvements - Water Line	
5400.720.5600-5911.99	390,000	-	11011	2301	EX	Contingency - Capital Project	
5400.720.5700-5815.00	2,300,383	-	11011	2301	EX	Improvements - Sewer	
5400.720.5700-5911.99	110,000	-	11011	2301	EX	Contingency - Capital Project	
5400.720.5600-4309.00	-	7,496,302	11011	2301	RE	Federal Grants - Capital	
5400.720.5700-4309.00	-	2,114,342	11011	2301	RE	Federal Grants - Capital	
5400.720.5600-6602.30	-	4,194,933	11011	2301	RE	Transfer from Fund - Impact Fee	
5400.720.5700-6602.30	-	1,127,380	11011	2301	RE	Transfer from Fund - Impact Fee	
5400.720.5600-6602.30	-	(700,000)	12009	1	RE	Transfer from Fund - Impact Fee	
5400.720.4000-4999.99	-	531,840			RE	Use Fund Balance - Current	
2300.720.9300-7602.40	4,194,933	-	07002	1101.2301	EX	Transfers To Funds - Water & Sewer Fund	
2300.720.9300-5808.00	(464,000)	-	07002	1	EX	Improvements - Water Line	
2300.720.9300-4999.99	-	3,730,933			RE	Use Fund Balance - Current	
2300.730.9300-7602.40	1,127,380	-	07004	1101.2301	EX	Transfers To Funds - Water & Sewer Fund	
2300.730.9300-7602.40	(1,058,318)	-	07004	2	EX	Transfers To Funds - Water & Sewer Fund	
2300.730.9300-4999.99	-	69,062			RE	Use Fund Balance - Current	
	-	-					

ARKANSAS DEPARTMENT OF TRANSPORTATION UTILITY CHANGE ORDER

UTILITY	City of Fayetteville	CHANGE ORDER NO.	Five
JOB NO.	040846	FAP NO.	NHPP-9142(51)
JOB NAME	Hwy. 62 Intchn. Impvts.		
ROUTE	I-49	SECTION	28
	(Fayetteville)(F)		
COUNTY	Washington		

DESCRIPTION OF CHANGE:

See Exhibit A

REASON FOR CHANGE:

See Exhibit A

Item Description	Present Amount		Revised Amount		Increase / (Decrease)	
	Phase I	Phase II	Phase I	Phase II	Phase I	Phase II
Construction	\$3,963,291.00	\$13,872,001.00	\$3,963,291.00	\$16,238,952.50	\$0.00	\$2,366,951.50
Preliminary Engineering	\$544,550.00	\$646,930.00	\$544,550.00	\$451,930.00	\$0.00	(\$195,000.00)
Construction Engineering	\$294,800.00	\$487,140.00	\$294,800.00	\$590,840.00	\$0.00	\$103,700.00
Easement Acquisition	\$99,021.00	\$3,075,682.28	\$99,021.00	\$3,075,682.28	\$0.00	\$0.00
Legal Fees	\$0.00	\$155,000.00	\$0.00	\$155,000.00	\$0.00	\$0.00
Appraisals	\$0.00	\$35,000.00	\$0.00	\$35,000.00	\$0.00	\$0.00
Advertising	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
ADH Review Fee	\$500.00	\$500.00	\$500.00	\$500.00	\$0.00	\$0.00
Betterment	\$0.00	(\$377,875.00)	\$0.00	(\$560,512.78)	\$0.00	(\$182,637.78)
Materials	\$0.00	\$249,000.00	\$0.00	\$403,109.64	\$0.00	\$154,109.64
SUBTOTAL	\$4,903,162.00	\$18,144,378.28	\$4,903,162.00	\$20,391,501.64	\$0.00	\$2,247,123.36
TOTALS	\$23,047,540.28		\$25,294,663.64		\$2,247,123.36	

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage (Phase I): 100.00%
Reimbursable Percentage (Phase II): 72.54%

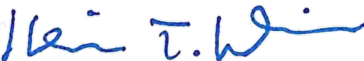
Present Amount:	Phase I	\$4,903,162.00	Reimb.	100.00%	\$4,903,162.00
	Phase II	\$18,144,378.28	Reimb.	72.54%	\$13,161,932.00
			Total		\$18,065,094.00
Revised Amount:	Phase I	\$4,903,162.00	Reimb.	100.00%	\$4,903,162.00
	Phase II	\$20,391,501.64	Reimb.	72.54%	\$14,791,995.29
			Total		\$19,695,157.29
Overrun					\$1,630,063.29

Requested 
Coordinator

Date 3-21-2025

Recommended 
For Section Head-Utilities Section

Date 3-21-2025

Approved 
Right of Way Division Head

Date 3/24/2025

Authorized 
Asst. Chief Engineer-Design

Date 03-26-2025

dt

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

Job 040846
City of Fayetteville
Change Order #5

EXHIBIT A

DESCRIPTION OF CHANGE:

- 1.) Increase Phase II Construction Cost from the amount entered on Change Order 4 of \$13,872,001.00 to the low bid amount of \$16,238,952.50, which results in an increase of \$2,366,951.50.
- 2.) Decrease Phase II Preliminary Engineering Cost from the amount entered on Change Order 4 of \$646,930.00 to the revised estimated amount of \$451,930.00, which results in a decrease of \$195,000.00.
- 3.) Increase Phase II Construction Engineering Cost from the amount entered on Change Order 4 of \$487,140.00 to the revised estimated amount of \$590,840.00, which results in an increase of \$103,700.00.
- 4.) Increase Phase II Betterment Credit from the amount entered on Change Order 4 of \$377,875.00 to the low bid amount of \$560,512.78, which results in a decrease of \$182,637.78.
- 5.) Increase Phase II Materials Cost from the amount entered on Change Order 4 of \$249,000.00 to the low bid amount of \$403,109.64, which results in an increase of \$154,109.64.

REASON FOR CHANGE:

- 1.) Increase Phase II Construction Cost based on low bid received. Owner has elected to include a portion of this relocation into their ongoing contract for Phase I in order to help expedite construction. Please see enclosed documentation.
- 2 - 3.) Adjust Phase II Preliminary Engineering Cost and Phase II Construction Engineering cost based on Owner's Amendment 4 with their consultant. Preliminary Engineering is being reduced based on expenses incurred. Construction Engineering was originally based on one contract for Phase II, but has now been split into two separate construction contracts and a materials contract.
- 4.) Increase Phase II Betterment Credit based on low bid received.
- 5.) Increase Phase II Materials Cost based on low bid received.



BID TABULATION

Bid 25-29, Construction - Utility Relocations for I-49/MLK Interchange

DEADLINE: Tuesday, February 25, 2025 at 2:00 PM

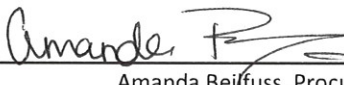
Phase II Construction

				Nabholz Construction Corporation
TOTAL				\$13,967,679.50
Line #	Description	QTY	UOM	Unit
1	Section A: Lump Sum Items			\$2,476,764.00
1.1	Bonds and Insurance	1	LS	\$219,000.00
1.2	Mobilization (Shall not exceed 5% of total bid price)	1	LS	\$644,000.00
1.3	Maintenance of Traffic - ARVEST/Finger Road	1	LS	\$18,600.00
1.4	Maintenance of Traffic - City Streets & Private Access	1	LS	\$234,810.00
1.5	Trench Safety/Protective Systems	1	LS	\$356,340.00
1.6	Construction Erosion Control and Sediment Control	1	LS	\$127,650.00
1.7	Cleaning, Disinfecting, and Sampling	1	LS	\$76,500.00
1.8	Site Preparation, Clearing & Grubbing, Landscaping	1	LS	\$595,400.00
1.9	Construction Dewatering	1	LS	\$35,050.00
1.10	Bypass Pumping (Gravity Sanitary Sewer)	1	LS	\$151,800.00
1.11	Bypass Pumping (Pump Station)	1	LS	\$17,614.00
2	Section B: Boring Items			\$3,370,445.00
2.1	Pipe Casing - 12" Steel (Bored)	140	LF	\$1,107.00
2.2	Pipe Casing - 15" SDR 35 PVC (Open Cut)	150	LF	\$222.00
2.3	Pipe Casing - 12"/16" HDPE DR 17 (Bored)	415	LF	\$668.00
2.4	Pipe Casing - 16" HDPE DR17 (Open Cut)	50	LF	\$205.00
2.5	Pipe Casing - 16" Steel (Bored)	565	LF	\$1,048.00
2.6	Pipe Casing- 16" Steel (Open Cut)	40	LF	\$236.50
2.7	Pipe Casing- 18" Steel (Bored)	30	LF	\$1,800.00
2.8	Pipe Casing - 30" Steel (Bored)	175	LF	\$2,640.00
2.9	Pipe Casing - 30" SDR 35 PVC (Open Cut)	55	LF	\$503.00
2.10	Pipe Casing - 36" Steel (Bored)	230	LF	\$2,115.00
2.11	Pipe Casing - 42" Steel (Bored)	200	LF	\$3,120.00
2.12	Pipe Casing - 54" Steel (Bored)	180	LF	\$3,550.00
3	Section C: Sanitary Sewer Items			\$850,362.50
3.1	Pre-CCTV Sanitary Sewer Mains (6"-15")	1170	LF	\$10.00
3.2	Sewer Pipe (8" PVC, SDR 26)	505	LF	\$19.50
3.3	Sewer Pipe (8" Certa-Flo DR 21 RJB PVC)	120	LF	\$32.50
3.4	Sewer Pipe (10" PVC, SDR 26)	345	LF	\$27.50
3.5	Sewer Pipe (15" PVC, SDR 26)	595	LF	\$53.50
3.6	Sewer Pipe (24" PVC, SDR 26)	260	LF	\$96.00
3.7	Sanitary Sewer Trenching and Backfilling, 6-8' Deep	565	LF	\$88.00
3.8	Sanitary Sewer Trenching and Backfilling, 8-12' Deep	615	LF	\$105.00
3.9	Sanitary Sewer Trenching and Backfilling, 12-16' Deep	160	LF	\$250.00
3.10	Post CCTV Sanitary Sewer Mains (8"-24")	1820	LF	\$7.60
3.11	Sewer Line Marker Post	5	EA	\$118.00
3.12	Standard Depth Manhole (4' Diameter, 0-6' Deep)	19	EA	\$7,000.00
3.13	Additional Manhole Depth (4' Diameter)	73	VF	\$760.00
3.14	Standard Depth Manhole (5' Diameter, 0-6' Deep)	4	EA	\$8,200.00
3.15	Additional Manhole Depth (5' Diameter)	30	VF	\$950.00
3.16	10 " Inside Drop	6	VF	\$375.00
3.17	Abandon Existing Manhole	9	EA	\$2,020.00
3.18	Epoxy Coating Manhole 4' & 5"Diameter (15"-24" Sanitary Sewer Mains)	124	VF	\$570.00

3.19	Cut & Plug Existing 4" Force Main	1	EA	\$4,490.00
3.20	Cut & Plug Existing 8" Sewer Main	1	EA	\$1,700.00
3.21	Cut & Plug Existing 10" Sewer Main	1	EA	\$1,730.00
3.22	Cut & Plug Existing 15"-24" Sewer Main	5	EA	\$4,485.00
3.23	Grout Fill & Abandon Existing 8"-10" Sewer Main	365	LF	\$28.00
3.24	Grout Fill & Abandon Existing 15" Sewer Main	545	LF	\$30.00
3.25	Grout Fill & Abandon Existing 24" Sewer Main	240	LF	\$57.00
3.26	Remove & Dispose Sanitary Sewer	55	LF	\$60.00
3.27	Tie to Existing Sewer Main with Maxadapter	1	EA	\$900.00
3.28	Reinstate Existing Sewer Service Line	15	EA	\$2,380.00
3.29	4" PVC SDR 26 Sewer Service Line	180	LF	\$67.00
3.30	4" C900 PVC DR14 Force Main Pipe, Installed	632	LF	\$89.00
3.31	Tie to Existing Pump Station (Core Drill)	1	EA	\$2,225.00
3.32	Cementitious & Epoxy Coating of Pump Station	25	VF	\$1,600.00
3.33	4" Force Main Pigging Station	1	EA	\$28,000.00
4	Section D: Trenching & Repair Items			\$1,441,535.00
4.1	Rock Excavation	500	CY	\$10.00
4.2	Class 7 Granular Backfill	7400	CY	\$75.00
4.3	Gravel Driveway Repair (6" Thickness)	100	SY	\$10.50
4.4	Asphalt Pavement Repair (Type 3, 3" Thickness)	2200	SY	\$195.00
4.5	Remove and Replace Curb and Gutter	1800	LF	\$56.00
4.6	Remove and Replace Concrete Street/Driveway (9" Thickness)	2100	SY	\$154.00
4.7	Remove and Replace Concrete Sidewalk (4") & Trail (6")	225	SY	\$119.00
4.8	ADA Accessible Ramp (Permanent & Temporary)	3	EA	\$170.00
5	Section E: Water Items			\$5,622,047.00
5.1	Water Pipe (2" PVC, AWWA C900, Class 305, DR 14)	25	LF	\$58.00
5.2	Water Pipe (6" PVC, AWWA C900, Class 305, DR 14)	20	LF	\$81.00
5.3	Water Pipe (8" PVC, AWWA C900, Class 305, DR 14, Certa-Lok RJIB)	3500	LF	\$108.00
5.4	Water Pipe (18" DIP, AWWA C151, Class 250)	4400	LF	\$256.00
5.5	Water Pipe (24" DIP, AWWA C151, Class 250)	355	LF	\$415.00
5.6	Water Pipe (30" DIP, AWWA C151, Class 250) Zinc Coated	20	LF	\$675.00
5.7	Water Pipe (36" DIP, AWWA C151, Class 250) Zinc Coated	920	LF	\$885.00
5.8	Ductile Iron Fittings	48000	LBS	\$24.50
5.9	8" Gate Valve with Valve Box	8	EA	\$3,670.00
5.10	12" Butterfly Valve with Valve Box	2	EA	\$13,750.00
5.11	18" Butterfly Valve with Valve Box (Install Only)	2	EA	\$4,290.00
5.12	24" Butterfly Valve with Valve Box (Install Only)	1	EA	\$6,190.00
5.13	30" Butterfly Valve with Valve Box (Install Only)	1	EA	\$11,670.00
5.14	36" Butterfly Valve with Valve Box (Install Only)	2	EA	\$14,230.00
5.15	2"x2" Tapping Sleeve and Valve with Valve Box	1	EA	\$2,640.00
5.16	6"x6" Tapping Sleeve and Valve with Valve Box	2	EA	\$6,405.00
5.17	8"x8" Tapping Sleeve and Valve with Valve Box	5	EA	\$8,930.00
5.18	10"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$9,210.00
5.19	12"x12" Tapping Sleeve and Valve with Valve Box	3	EA	\$14,970.00
5.20	24"x8" Tapping Sleeve and Valve with Valve Box	1	EA	\$13,980.00
5.21	36"x8" Tapping Sleeve and Valve for Dewatering & Dechlorination	1	EA	\$19,300.00
5.22	30"x30" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$25,200.00
5.23	36"x36" Tapping Sleeve and Valve with Valve Box (Install Only)	1	EA	\$28,500.00
5.24	Install 30" Line Stop with Anchor Collar (See detail M103)	1	EA	\$110,000.00
5.25	Install 36" Line Stop with Anchor Collar (See detail M104)	1	EA	\$124,000.00
5.26	Fire Hydrant Assembly	15	EA	\$15,600.00
5.27	Salvage & Return Existing Fire Hydrant to Owner	7	EA	\$2,090.00
5.29	Cut & Cap Existing 2" Water Line	3	EA	\$2,840.00
5.30	Cut & Cap Existing 6"-8" Water Line	9	EA	\$4,440.00
5.31	Cut & Cap Existing 10"-12" Water Line	4	EA	\$5,450.00
5.32	Cut & Cap Existing 24"-30" Water Line	3	EA	\$20,000.00
5.33	Cut & Cap Existing 36" Water Transmission Line	1	EA	\$25,000.00
5.34	Abandon & Grout Fill 1"-4" Water Lines	1750	LF	\$6.70
5.35	Abandon & Grout Fill 6"-8" Water Lines	1240	LF	\$10.30
5.36	Abandon & Grout Fill 10"-12" Water Lines	1525	LF	\$13.10

5.37 Abandon & Grout Fill 24"-30" Water Lines	520	LF	\$56.00
5.38 Abandon & Grout Fill 36" Water Line	405	LF	\$80.00
5.39 Remove & Dipose Water Line 1"-8"	215	LF	\$42.50
5.40 Remove & Dipose Water Line 10"-24"	2460	LF	\$59.50
5.41 Remove & Dipose Water Line 30"-36"	20	LF	\$84.00
5.42 Concrete Blocking	575	CY	\$602.00
5.43 Concrete Anchor Collar	2	EA	\$26,700.00
5.44 Polyethylene Wrap (18"-24" Pipe, Double Wrapped, V-BiO Outside Wrap)	4800	LF	\$10.00
5.45 Polyethylene Wrap (36" Pipe, Double Wrapped, V-BiO Outside Wrap)	920	LF	\$15.00
5.46 Water Line Marker Post	12	EA	\$120.00
5.47 4" Combination Air/Vacuum Release Valve with Vault (Install only for Va	2	EA	\$16,200.00
5.48 Water Service Line (3/4" Copper Tubing, Type K)	110	LF	\$73.00
5.49 Water Service Line (1" Copper Tubing, Type K)	1540	LF	\$83.00
5.50 Water Service Line (2" Copper Tubing, Type K)	225	LF	\$133.00
5.51 5/8 "x 3/4" Single Water Meter Box	9	EA	\$2,250.00
5.52 5/8 "x 3/4" Double Water Meter Box	2	EA	\$3,485.00
5.53 1" Single Water Meter Box	14	EA	\$2,675.00
5.54 2" Single Water Meter Box	3	EA	\$7,955.00
6 Section F: Storm Drain Items			\$72,648.00
6.1 Install Modular Wall	40	LF	\$316.00
6.2 Remove & Replace 18" CMP	30	LF	\$158.00
6.3 Remove & Replace 18" RCP Class III	10	LF	\$187.00
6.4 Remove & Replace 24" RCP Class III	32	LF	\$204.00
6.5 Remove & Replace 40" CMP	10	LF	\$470.00
6.6 Remove & Replace Concrete Ditch Paving	205	SY	\$120.00
6.7 Remove & Replace Rip Rap (Stabilize Bank)	20	CY	\$105.00
6.8 Remove & Replace Concrete Inlets and Junction Boxes	2	EA	\$7,735.00
7 Section G: Remove and Replace & Final Surface Restoration Items			\$133,878.00
7.1 Remove and Replace Fence (6' or 8' Tall, Wood or Vinyl)	152	LF	\$69.00
7.2 Remove and Replace Fence (6' Tall, Chain Link or Pipe)	10	LF	\$69.00
7.3 Remove and Replace Sign (Non-Structural)	4	EA	\$175.00
7.4 Remove and Replace/ Protect Light Pole	8	EA	\$1,750.00
7.5 Seeding, Fertilizing and Mulching	1000	SY	\$9.00
7.6 Solid Sodding	9000	SY	\$11.00

 2/26/25
 Kenny Fitch, Sr Procurement Agent

 2/26/25
 Amanda Beifuss, Procurement Director



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-229

BROTHERS CONSTRUCTION, INC. (CHANGE ORDER NO. 1):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 1 TO THE CONTRACT WITH BROTHERS CONSTRUCTION INC. IN AN AMOUNT NOT TO EXCEED \$2,271,273.00 FOR THE I-49/MLK UTILITY RELOCATIONS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on January 2, 2024, the City Council approved Resolution 9-24 and authorized a contract with Brothers Construction Inc. for the MLK/I-49 Interchange/15th Street Area Utility Relocations Project; and

WHEREAS, the project has progressed on-schedule and within budget to-date with project completion anticipated in March/April 2025; and

WHEREAS, during this project Brothers Construction, Inc. was acquired by Nabholz Construction Corp. but still operates as a wholly owned subsidiary; and

WHEREAS, Change Order No. 1 provides for the trenchless installation of 560-feet of 36-inch diameter steel encasement with an 18-inch waterline inserted through the encasement and tied-in to the existing water system on each side of I-49 south of the interchange.

NOW, THEREFORE, 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 authorizes Mayor Rawn to sign Change Order No. 1 to the contract with Brothers Construction Inc., a wholly owned subsidiary of Nabholz Construction Corp., in an amount not to exceed \$2,271,273.00 for the I-49/MLK utility relocations. A copy of Change Order No. 1 is attached to this Resolution and made a part hereof.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.



February 5, 2025

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Utility Relocation I-49/MLK Interchange
COF Project No. 25-29, HW Project No. 2022129, ARDOT 040846

Dear Mr. Granderson:

The Change Order to the referenced project is recommended for approval. The additional water distribution main is necessary to facilitate the I-49 improvements ARDOT is currently constructing. The purpose of the water distribution relocation is to relocate an 8-inch and 18-inch water main outside of the acquired ARDOT Right of Way and to eliminate a conflict with an existing 12-inch water main.

The 12-inch water main currently under the overpass parallel to MLK is to be replaced by the proposed 18-inch water main boring under I-49. ARDOT extended roadway improvements on South Shiloh Drive at Tract 45 to the scope of the project after the design of the utility relocation for the 15th Street Overpass. The additional tract requires the 8-inch water main to be relocated. The 18-inch water main will replace the existing 12-inch water main in conflict with the construction of the new overpass at I-49/MLK. The proposed alignment for the 18-inch water main is the shortest distance crossing I-49.

The change order would facilitate the relocation of utility conflicts and minimize any delays of roadway improvements currently being constructed by ARDOT.

The unit costs and lump sum items are acceptable costs based on our previous projects and engineering estimates.

We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Oren Noble, P.E.

CON/clk

110 So. 7th Street • P.O. Box 618 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
516 East Millsap Road • Suite 103 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • Ph: (479) 242-4685
www.hawkins-weir.com

Ute. Relocates For I-49/15th St Interchange (Potential Change Order)



Nabholz Construction Corporation

625 Kerr St

Van Buren, Arkansas 72956

Contact: Joe Fifer

Phone: 501-993-8749

Email: joe.fifer@nabholz.com

Quote To: Hawkins Weir / City of Fayetteville

Project Location: I-49 / 15th St
Fayetteville, AR

Attention: Oren Noble, PE

Phone: 479-455-2206

Email: oren.noble@hawkins-weir.com

Engineer: Hawkins-Weir
Date of Plans: January 2025 (MLK Set)

Geotech: NA

Date of Report: NA

See footnotes for inclusions and exclusions.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Performance and Payment Bonds	1.00	LS	13,052.00	13,052.00
1002	Mobilization	1.00	LS	7,970.00	7,970.00
1003	Maintenance of Traffic	1.00	LS	1,528.00	1,528.00
1004	Trench Safety	1.00	LS	95,000.00	95,000.00
1005	Erosion Control	1.00	LS	5,600.00	5,600.00
1006	Site Preparation	1.00	LS	2,515.00	2,515.00
1007	Clear and Grub	1.00	LS	1,267.00	1,267.00
1009	Construction Dewatering	1.00	LS	10,000.00	10,000.00
1012	Filling and Testing Waterline	1.00	LS	5,100.00	5,100.00
1017	Remove Curb and Gutter	80.00	LF	17.00	1,360.00
1018	Class 7 Trench Backfill - Paved Areas	350.00	CY	75.00	26,250.00
1024	Pipe Casing - 36" Bored	560.00	LF	2,600.00	1,456,000.00
1036	Seed, Fertilizer, Mulch	700.00	SY	1.00	700.00
1037	Solid Sodding	1,000.00	SY	7.00	7,000.00
1038	Asphalt Repair - 3" Thick	125.00	SY	157.00	19,625.00
1041	Install Curb and Gutter	80.00	LF	36.50	2,920.00
1046	Ductile Iron Fittings	3,060.00	LBS	27.00	82,620.00
1047	18" Butterfly Valve with Valve Box	3.00	EA	25,000.00	75,000.00
1048	Fire Hydrant Assembly	1.00	EA	14,000.00	14,000.00
1050	Connect to Existing 24" Water Main	1.00	EA	16,400.00	16,400.00
1053	Concrete Blocking	48.00	CY	650.00	31,200.00
1056	Water Marker Post	4.00	EA	85.00	340.00
2001	18" Ductile Waterline	702.00	LF	385.00	270,270.00
2002	Cut and Cap Existing 8" Waterline	2.00	EA	4,625.00	9,250.00
2003	8" C900 Waterline	461.00	LF	156.00	71,916.00
2004	8" Tapping Sleeve and Valve	2.00	EA	8,000.00	16,000.00
2005	Demo Concrete Pavement	170.00	SY	42.00	7,140.00
2006	Concrete Pavement	170.00	SY	125.00	21,250.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
GRAND TOTAL					\$2,271,273.00

NOTES:

"1000" Line items based on original unit pricing and numbering sequence
 "2000" Line items based on additional items not already in current contract

Phase II Construction





March 20, 2025

Mr. Corey Granderson, P.E.
Utilities Engineer
City of Fayetteville
2435 S Industrial Drive
Fayetteville, Arkansas 72701

Re: Utility Relocations I-49/MLK Interchange
Agreement for Engineering Services: Amendment 4
Construction Phase Services for I-49/MLK
HWEI Project No. 2022129

Dear Mr. Granderson:

We respectfully request an Amendment to our Agreement for Professional Services, dated February 7, 2023 (Agreement), for the referenced project. Amendment 4 will add engineering services scope and fee for Task 5 – Construction Phase Services during the relocation of utilities at the I-49/MLK Interchange.

The table on Page 3 provides a Contract Status Summary for our Agreement as of March 2025, along with the proposed Amendment 4 as described in the attached Scope of Services. As noted in the table, Task 1 - Preliminary Engineering Phase for MLK and 15th Street and Task 2 - Final Design Phase Service for the 15th Street improvements have both been completed. Task 3 - Construction Phase Services on the 15th Street improvements by Brother's Construction is currently underway. Work also continues on Task 4 - Final Design Phase Services on MLK as we assist the City of Fayetteville on final easement negotiations.

Under Amendment 4, we propose an increase of \$587,840.00 to our contract fee for **Construction Phase Services** during installation of the MLK improvements, plus \$3,000.00 for Reimbursable expenses during the construction phase. We also propose moving \$200,000.00 out of Task 4 - Design Phase Services, with \$5,000.00 to be added to the Task 4 - Reimbursables budget, in part to offset an overrun of \$2,905.58 from additional appraisal expenses incurred during the design of the MLK improvements. We propose removing the remaining \$195,000.00 from the Task 4 - Design Services amount (Amendment 3) and the contract.

Approval of Amendment 4 will increase our contractual not to exceed (NTE) fee from \$1,486,280.00 to **\$1,882,120.00** for Tasks 1 through 5. We will continue to invoice for engineering services based on our Hourly Rate Schedule.



Mr. Corey Granderson, P.E.
Page 2
March 20, 2025

For your review and consideration, we have prepared the attached Amendment No. 4, Scope of Services, Scope of Services Fee Proposal, and Standard Hourly Billing Rate, for the Construction Phase Services on the I-49/MLK Interchange.

We trust that this is satisfactory for your review. If you have any questions, or require additional information, please do not hesitate to contact me.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'Oren Noble', is positioned above the printed name.

Oren Noble, P.E.

ON/clk

Enclosures: Amendment No. 4, dated March 20, 2025

Exhibit A – Construction Agreement – Scope of Services – Utility Relocations for I-49/MLK Interchange, dated March 20, 2025

Exhibit B – Scope of Services and Fee Proposal, dated March 20, 2025

Exhibit C – Hourly Rate Schedule: 2025



Mr. Corey Granderson, P.E.
Page 3
March 20, 2025

Contract Status Summary as of March 2025			
Utility Relocations for I-49/MLK Interchange, Project No. 2022129 (HW), 040846 (ARDOT)			
Project Phase	Contract Amount	Total Invoiced to Date	Remaining Funds
Task 1 - Preliminary Engineering Phase: MLK & 15 th St. ⁽¹⁾	\$223,440.00	\$223,440.00	\$0.00
Task 2 - Final Design Phase Services: 15 th Street ⁽²⁾	\$268,610.00	\$268,610.00	\$0.00
Reimbursable Expenses: Preliminary Design MLK and 15 th Street ⁽¹⁾⁽²⁾	\$52,500.00	\$52,500.00	\$0.00
Task 3 - Construction Phase Services: 15 th Street ⁽³⁾	\$293,300.00	\$244,612.50	\$48,687.50
Reimbursable Expenses: Construction Phase 15th Street ⁽³⁾	\$1,500.00	\$93.96	\$1,406.04
Task 4 - Final Design Phase Services: MLK ⁽⁴⁾	\$626,930.00	\$383,470.00	\$243,460.00
Reimbursable Expenses: Final Design Phase MLK ⁽⁴⁾	\$20,000.00	\$22,905.58	(\$2,905.58)
Task 4 - Final Design Phase Services: MLK Design Fee Adjustment ⁽⁵⁾	(\$200,000.00)		(\$200,000.00)
Reimbursable Expenses: MLK Final Design Fee Adjustment ⁽⁵⁾	\$5,000.00		\$5,000.00
Task 5 - Construction Phase Services: MLK ⁽⁵⁾	\$587,840.00		\$587,840.00
Reimbursable Expenses: Construction Phase MLK ⁽⁵⁾	\$3,000.00		\$3,000.00
Totals	\$1,882,120.00	\$1,195,632.04	\$686,487.96

Revised
Preliminary
Engineering:
\$451,930.00

⁽¹⁾ Original Engineering Services Agreement (Task 1) approved 02-07-2023

⁽²⁾ Contract Amendment No. 1 (Task 2) approved 06-06-2023

⁽³⁾ Contract Amendment No. 2 (Task 3) approved 01-02-2024

⁽⁴⁾ Contract Amendment No. 3 (Task 4) approved 05-02-2024

⁽⁵⁾ Contract Amendment No. 4 (Task 5) proposed 03-19-2025

AMENDMENT NO. 4
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Utility Relocation for I-49/MLK Interchange (HW Project No. 2022129)**, dated February 7, 2023, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 4.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 4 is for Task 5 - Construction Phase Services associated with the Construction of the Utility Relocation for the I-49/MLK Boulevard Interchange project. Additional services are detailed in the Engineer's attached Scope of Services dated March 20, 2025.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for the Construction Phase Scope of Services described herein shall not exceed \$590,840.00 without written approval of the Owner.

3.2 Amendment 4 includes an adjustment to the fee amount approved under Amendment 3 (approved May 2, 2024) for Engineering Design Services and Reimbursable Expenses associated with the Final

Design of the MLK utility improvements. An amount of \$5,000.00 will be moved from the Design Phase Services to increase the amount for Reimbursable Expenses during design from \$20,000.00 to \$25,000.00. The remaining \$195,000.00 will be deleted from the overall contract amount.

3.3 These additional services and fee adjustments will increase the Agreement's not to exceed fee by a net amount of \$395,840.00 to **One Million Eight Hundred Eighty Two Thousand One Hundred Twenty and 00/100 Dollars (1,882,120.00)**, which is summarized in the following table.

Contract Phase	Task and Description	Engineering	Reimbursables	Total Fee
Original Contract	Task 1 – Prelim. Engineering	\$223,440.00	\$45,000.00	\$268,440.00
Amendment 1	Task 2 – Final Design: 15 th St.	\$268,610.00	\$7,500.00	\$276,110.00
Amendment 2	Task 3 – Construction: 15 th St.	\$293,300.00	\$1,500.00	\$294,800.00
Amendment 3	Task 4 – Final Design: MLK	\$626,930.00	\$20,000.00	\$646,930.00
Amendment 4	Task 5 – Construction: MLK	\$587,840.00	\$3,000.00	\$590,840.00
Fee Adjustment	Task 4 – Final Design: MLK	(\$200,000.00)	\$5,000.00	(\$195,000.00)
Totals	Task 1 – Task 5	\$1,800,120.00	\$82,000.00	\$1,882,120.00

Attachments: Exhibit A – Scope of Services dated, March 20, 2025
Exhibit B – Scope of Services and Fee Proposal, dated March 20, 2025
Exhibit C – Standard Hourly Billing Rate Structure, effective 2025

SIGNATURES ON PAGE 3

AUTHORIZATION BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Molly Rawn, Mayor

Date: _____

ACCEPTED BY:
HAWKINS-WEIR ENGINEERS, INC.

By: _____
Barry K. McCormick, P.E.
Corporate Secretary

Date: _____



**Exhibit A – Construction Engineering Agreement
Scope of Services
Utility Relocations for I-49/MLK Interchange
Amendment 4 – Task 5
Fayetteville, Arkansas
HW Project No. 2022129
March 20, 2025**



Further Description of Basic Engineering Services and Related Matters:

Scope

The scope of work for the I-49/Martin Luther King (MLK) Interchange project includes the relocation of publicly owned utilities to precede the roadway improvements to MLK at the proposed crossing of Interstate 49 (I-49) by the Arkansas Department of Transportation (ARDOT). The ARDOT project includes the widening of MLK for the construction of a new overpass of I-49 and improvements West and East of I-49. The utility relocation project will consist of an estimated 9,300 linear feet of water main ranging in size from 2-inch to 36-inch, 5,000 linear feet of sanitary sewer ranging in size from 8-inch to 24-inch, and 2,300 linear feet of steel encasement ranging in size from 16-inch to 54-inch.

TASK 5 – Construction Engineering Services – Construction Phase

1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT
2. Provide full-time construction observation during utility relocation based on a 12-month construction contract
3. Provide Construction Engineering Administration
4. Conduct up to twelve (12) Periodic Progress Meetings
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval
7. Conduct as-built surveys of the completed improvements
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives
10. Assist the Owner in preparing project closeout documentation to ARDOT

Note: Engineer will prepare and distribute minutes of all meetings.

Advertising and Bidding Phase Services are included under Amendment 3 (Task 4) to the contract.



Exhibit B
Scope of Services Fee Proposal
Utility Relocations for I-49/MLK Interchange
Amendment 4 - Task 5
Fayetteville, Arkansas
HW Project No. 2022129
March 20, 2025



Amendment 4 (TASK 5): Construction Engineering Services - Construction Phase

Utility Relocations for I-49/MLK Blvd. Interchange

Billing Rate	Task 5	Engr VII \$275	Engr V \$225	Engr II \$125	GPS Survey \$200	Surveyor \$175	Designer II \$135	Document Processor \$75	Construction Observer II \$95	Total Hours	Total Cost
1. Conduct a Pre-Construction Conference with the Owner, Contractor, and ARDOT		4	8	4					4	20	\$3,780
2. Provide full-time construction observation during utility relocation ⁽¹⁾				104					2380	2484	\$239,100
3. Construction Engineering Administration		96	416	40				48		600	\$128,600
4. Conduct up to twelve (12) Periodic Progress Meetings		96	96	48				48		288	\$57,600
5. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, requests for information, field change orders, and change orders as directed by the Owner		40	96	80				80		296	\$48,600
6. Review the Contractor's construction quantities and prepare monthly pay requests for the Owner's consideration and approval		20	80	104				96		300	\$43,700
7. Conduct as-built surveys of the completed improvements			8		64	16	80			168	\$28,200
8. Coordinate and conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address			16	16				4	24	60	\$8,180
9. Prepare Record Drawings of the completed project and provide one (1) full-size reproducible hard copy, and one (1) electronic copy for the Owner's archives		8	8	16			40	8	24	104	\$14,280
10. Assist the Owner in preparing project closout documentation to ARDOT		16	24	24				40		104	\$15,800
Total Hours		280	752	436	64	16	120	324	2432	3988	
Total Cost - Task 5 Construction Engineering Services - Construction Phase		\$77,000	\$169,200	\$54,500	\$12,800	\$2,800	\$16,200	\$24,300	\$231,040		\$587,840

⁽¹⁾ Based on a 395-calendar day Contract Time (365-calendar days until Substantial Completion, and 30-calendar days until Final Completion thereafter). Full-time construction observation is based on 8-hours per day (Monday through Friday) until the originally scheduled Substantial Completion date, and periodic inspection (24 hours a week) until the originally schedule Final Completion date thereafter.

11. Reimbursable Expenses

Item	Description	Total
a. Outside Services	Reproduction and Printing (estimated)	\$3,000
Total Estimated Reimbursable Expenses		\$3,000

ENGINEERING SERVICES SUMMARY

Utility Relocations for I-49/MLK Blvd. Interchange

Amendment 4 (TASK 5): Construction Engineering Services - Construction Phase	\$587,840
Reimbursable Expenses	\$3,000
Total Engineering Fee - Not to Exceed	\$590,840

Construction Engineering

Exhibit C



Hawkins-Weir Engineers, Inc. **Hourly Rate Schedule: 2025**

Description	Billing Rate/Hour
Engineer VII	\$275
Engineer VI	\$250
Engineer V	\$225
Engineer IV	\$200
Engineer III	\$175
Engineer II	\$150
Engineer I	\$125
Environmental Specialist II	\$130
Environmental Specialist I	\$110
Designer II	\$135
Designer I	\$100
Civil Eng Assistant II	\$90
Civil Eng. Assistant I	\$80
CAD/BIM Modeler II	\$135
CAD/BIM Modeler I	\$100
CAD/GIS Technician III	\$120
CAD/GIS Technician II	\$95
CAD/GIS Technician I	\$75
Construction Manager II	\$140
Construction Manager I	\$125
Construction Observer IV	\$135
Construction Observer III	\$115
Construction Observer II	\$95
Construction Observer I	\$85
Surveyor	\$175
GPS Survey	\$200
Survey Technician	\$50
Business Manager	\$100
Graphic Designer	\$100
Document Processor	\$75
Reimbursable Expenses	
Mileage	\$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.



				Nabholz Construction Corporation								
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Betterment Credit Calculation



113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Resolution: 66-25

File Number: 2025-230

NORTHWEST ARKANSAS WINWATER, CO. (PURCHASE AGREEMENT):

A RESOLUTION TO AWARD BID #25-22 AND AUTHORIZE THE PURCHASE OF VARIOUS LARGE DIAMETER WATER VALVES AND APPURTENANCES FROM NORTHWEST ARKANSAS WINWATER CO. IN THE AMOUNT OF \$367,098.08 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR THE I-49/MLK UTILITY RELOCATIONS PROJECT

WHEREAS, the City is relocating water and sewer infrastructure along the MLK corridor in conjunction with the ARDOT improvements to the roadway in this area; and

WHEREAS, to expedite scheduling, the City is procuring long lead-time materials in advance of a construction contract being awarded.

NOW, THEREFORE, 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 #25-22 and authorizes the purchase of various large diameter water valves and appurtenances from Northwest Arkansas WinWater Co. in the amount of \$367,098.08 plus any applicable taxes and freight charges for the I-49/MLK Utility Relocations Project.

PASSED and APPROVED on March 4, 2025

Approved:

A handwritten signature in blue ink that reads "Molly Rawn".

Molly Rawn, Mayor

Attest:

A handwritten signature in blue ink that reads "Kara Paxton" next to the official circular seal of the City of Fayetteville, Arkansas.

Kara Paxton, City Clerk Treasurer



MEETING OF MARCH 4, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **NORTHWEST ARKANSAS WINWATER, CO. (PURCHASE AGREEMENT):**

RECOMMENDATION:

Staff recommends awarding Bid 25-22 and authorizing the purchase of various large diameter water valves and appurtenances necessary for the I-49/MLK Utility Relocations Project from Northwest Arkansas WinWater Co. in the amount of \$367,098.08 plus applicable taxes and freight charges.

BACKGROUND:

The City is relocating water and sewer infrastructure along the MLK corridor in conjunction with the ARDOT improvements to the roadway in this area. To expedite scheduling, the City is procuring long lead-time materials in advance of a construction contract being awarded.

DISCUSSION:

The City solicited formal bids for ten large diameter water valves, two large diameter tapping sleeves, and two specialty air release valves per Bid 25-22 and received two bid responses as follows:

Northwest Arkansas WinWater	\$367,098.08
Consolidated Pipe	\$380,050.00

Staff recommends awarding Bid 25-22 and authorizing the purchase of these items from Northwest Arkansas WinWater in the amount of \$367,098.08 plus applicable taxes and freight charges. Freight is estimated at \$200.00, and taxes are estimated at \$35,811.56 for a total estimated cost of **\$403,109.64**.

BUDGET/STAFF IMPACT:

Funds are available in the Water & Sewer Relocations account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3) , Bid 25-22, Bid Tab - Final (#4), Bid 25-22, Submittal (#5)

Pre-Ordered
Materials Cost



BID TABULATION

Bid 25-22, Utility Relocation Materials

DEADLINE: Wednesday, January 29, 2025 at 2:00 PM

				Northwest Arkansas Winwater		Consolidated Pipe	
				TOTAL			
				\$367,098.08		\$380,050.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	18" Butterfly Valve	4	EA	\$12,914.57	\$51,658.28	<u>\$9,370.00</u>	\$37,480.00
2	24" Butterfly Valve	1	EA	\$17,869.34	\$17,869.34	<u>\$17,325.00</u>	\$17,325.00
3	30" Butterfly Valve	1	EA	<u>\$29,386.43</u>	\$29,386.43	\$32,150.00	\$32,150.00
4	36" Butterfly Valve	2	EA	\$41,811.56	\$83,623.12	<u>\$38,990.00</u>	\$77,980.00
5	4" Combination Air/Vacuum Valve	2	EA	<u>\$3,869.34</u>	\$7,738.68	\$3,970.00	\$7,940.00
6	30" Tapping Valve	1	EA	<u>\$43,626.00</u>	\$43,626.00	\$56,300.00	\$56,300.00
7	36" Tapping Valve	1	EA	<u>\$65,249.00</u>	\$65,249.00	\$82,250.00	\$82,250.00
8	30" Tapping Sleeve	1	EA	<u>\$30,366.83</u>	\$30,366.83	\$30,675.00	\$30,675.00
9	36" Tapping Sleeve	1	EA	<u>\$37,580.40</u>	\$37,580.40	\$37,950.00	\$37,950.00

Kenny Fitch 01/31/2025
Kenny Fitch, Sr Procurement Agent

Amanda Beilfuss 01/31/2025
Amanda Beilfuss, Procurement Director

ARKANSAS DEPARTMENT OF TRANSPORTATION UTILITY CHANGE ORDER

UTILITY City of Fayetteville **CHANGE ORDER NO.** Four
JOB NO. 040846 **FAP NO.** NHPP-9142(51) **JOB NAME** Hwy. 62 Intchn. Impvts.
ROUTE I-49 **SECTION** 28 **(Fayetteville)(F)**
COUNTY Washington

DESCRIPTION OF CHANGE:

See Exhibit A

REASON FOR CHANGE:

See Exhibit A

Item Description	Present Amount		Revised Amount		Increase / (Decrease)	
	Phase I	Phase II	Phase I	Phase II	Phase I	Phase II
Construction	\$3,963,291.00	\$0.00	\$3,963,291.00	\$13,872,001.00	\$0.00	\$13,872,001.00
Preliminary Engineering	\$544,550.00	\$646,930.00	\$544,550.00	\$646,930.00	\$0.00	\$0.00
Construction Engineering	\$294,800.00	\$0.00	\$294,800.00	\$487,140.00	\$0.00	\$487,140.00
Easement Acquisition	\$99,021.00	\$0.00	\$99,021.00	\$3,075,682.28	\$0.00	\$3,075,682.28
Legal Fees	\$0.00	\$0.00	\$0.00	\$155,000.00	\$0.00	\$155,000.00
Appraisals	\$0.00	\$0.00	\$0.00	\$35,000.00	\$0.00	\$35,000.00
Advertising	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
ADH Review Fee	\$500.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00
Betterment	\$0.00	\$0.00	\$0.00	(\$377,875.00)	\$0.00	(\$377,875.00)
Materials	\$0.00	\$0.00	\$0.00	\$249,000.00	\$0.00	\$249,000.00
SUBTOTAL	\$4,903,162.00	\$646,930.00	\$4,903,162.00	\$18,144,378.28	\$0.00	\$17,497,448.28
TOTALS	\$5,550,092.00		\$23,047,540.28		\$17,497,448.28	

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage (Phase I): 100.00%
 Reimbursable Percentage (Phase II): 72.54%

Present Amount:	Phase I	\$4,903,162.00	Reimb.	100.00%	\$4,903,162.00
	Phase II	\$646,930.00	Reimb.	72.54%	\$469,283.02
			Total		\$5,372,445.02
Revised Amount:	Phase I	\$4,903,162.00	Reimb.	100.00%	\$4,903,162.00
	Phase II	\$18,144,378.28	Reimb.	72.54%	\$13,161,932.00
			Total		\$18,065,094.00
Overrun					\$12,692,648.98

Requested *Keith W. [Signature]*
 Coordinator

Date 10-2-2024

Recommended *Blaine Gartrell*
 Section Head-Utilities Section

Date 10-3-2024

Approved *Ken T. [Signature]*
 Right of Way Division Head

Date 10/3/2024

Authorized *Mike Fugott*
 Asst. Chief Engineer-Design

Date 10-03-2024

dt

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

Job 040846
City of Fayetteville
Change Order #4

DESCRIPTION OF CHANGE:

- 1.) Add Phase II cost in the total amount of \$18,144,378.28, resulting in an increase of \$17,497,448.28.
- 2.) Add Phase II Reimbursable Factor in the amount of 72.54%.

REASON FOR CHANGE:

1.) Increase total agreement amount due to the addition of the Phase II scope of work along the Hwy. 62 portion of this project. Owner will adjust water and sewer facilities to clear highway construction by abandoning approximately 983 LF of 36-inch, 380 LF of 24-inch, 5,075 LF of 12-inch, 20 LF of 10-inch, 3,908 LF of 8-inch, 20 LF of 6-inch, and 20 LF of 2-inch water main complete with appurtenances as well as 253 LF of 24-inch, 636 LF of 15-inch, 345 LF of 10-inch, 183 LF of 6-inch, and 631 LF of 4-inch sewer main complete with appurtenances.

Owner will restore service by installing 920 LF of 36-inch, 20 LF of 30-inch, 355 LF of 24-inch, 5,075 LF of 18-inch, 15 LF of 10-inch, 3,931 LF of 8-inch, 20 LF of 6-inch, and 25 LF of 2-inch water main complete with appurtenances, as well as 253 LF of 24-inch, 593 LF of 15-inch, 345 LF of 10-inch, 641 LF of 8-inch, and 631 LF of 4-inch sewer main complete with appurtenances.

Owner has elected to upsize existing 12-inch water mains to 18-inch, and a betterment credit has been calculated and will be adjusted based on low bid received and final quantities installed. Owner has also elected to pre-order certain long-lead materials in advance of construction, and that material cost has been added as a separate line item. This work will be performed by competitively bid contract forces.

2.) Add Phase II Reimbursable Factor for the Hwy. 62 portion of this project. Of the 12,454 LF of main to be abandoned, 9,034 LF is located off of Department right-of-way; therefore this work is 72.54% reimbursable.



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Kit Williams, City Attorney
FROM:
SUBJECT: **AN ORDINANCE TO AMEND § 172.05 (A)(2)**

RECOMMENDATION:

AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

BACKGROUND:

The tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors.

The Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: City Attorney Memo (#3), Current Code (#4), Agenda Request (#5), City Attorney Memo - Remove from Table (#6), Amendments to Chapter 172 Recommended by Ordinance Review Committee - Strikethrough Version (#7)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2024-01107

AN ORDINANCE TO AMEND § 172.05 (A)(2)

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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 repeals (2)(a)(i), (ii), and (iii) of § 172.05 (A)(2) and enacts the following replacements (2) (a)(i) and (ii) as follows:

§ 172.05 (A)(2)(a) Reductions for Residential Use

The Planning Commission may grant a variance from the minimum number of parking spaces required in Table 3 for residential use if the commission determines that sufficient on-street parking spaces will remain reasonably available for the surrounding neighborhood after construction of the apartment building even if the minimum number of required off-street parking spaces for residential use is reduced by some or all of the possible reductions listed in (i), (ii), and (iii).

1. *Transit Stops.* If the proposed apartment building is within three hundred (300) yards walking distance on city right-of-way to a transit stop which is continually served by public busses every thirty minutes or less from 6:30 a.m. through 6:30 p.m. every Monday through Friday, the Planning Commission may reduce the minimum number of parking spaces by as much as 15%.

1. *Motorcycle and Powered Scooter Spaces, and Bicycle Racks.* If the developer places a limitation on its Large Scale Development or other development permit that a certain number of its tenants will be continually prohibited from bringing a four wheeled road vehicle into Fayetteville, then the Planning Commission may reduce the minimum required residential parking spaces by one for every such tenant by constructing a motorcycle/powered scooter space for every such tenant up to a maximum of a 10% reduction and up to another 5% reduction for such tenants by providing two bicycle rack parking spaces for each vehicle parking spot reduction.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby re-letters § 172.05 (A)(2)(iv) to (iii) and repeals § 172.05 (A)(2)(iv)(3) *Shared Spaces*.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Development Services Director
Jessie Masters, Development Review Manager

FROM: **Kit Williams**, City Attorney

DATE: **December 19, 2024**

RE: **Proposed Amendment to the Reductions for Residential Use**

Council Members Teresa Turk and Mike Wiederkehr expressed their concerns that the *Unified Development Code* currently gives the developer the absolute right to substantially reduce what should be the minimum number of parking spaces to be created for its future tenants without regard for potential harm to its residential neighbors. § 172.05 (A)(2)(a)(i), (ii), and (iii) authorizes the developer to reduce the minimum spaces to be provided by more than one third. (Copy attached)

As was clearly revealed by the recent Lofts apartment complex proposal along Nelson Hackett and South Streets, established neighborhoods with smaller or narrower streets that limit parking coupled with many houses without driveways which are dependent upon on street parking places could be overwhelmed when more than a third of a large apartment complex's tenants must resort to taking all available on street parking places near the apartment complex.

The way the U.D.C. now reads, this 35% reduction in required residential parking spaces is a "by right" decision of the developer which even the City Council cannot override regardless of legitimate neighborhood concerns. Council Members Teresa Turk and Mike Wiederkehr want to change this to a normal variance which can be approved, rejected or modified by the Planning Commission depending on the actual, real world situation wherever the apartment complex is being proposed. The Planning Commission's decision on this variance could then be appealed for a final decision by the City Council.

Council Members Teresa Turk and Mike Wiederkehr who are sponsoring this proposed amendment to the "**Reductions for Residential Use**" subsection can further explain their reasons for sponsoring this ordinance (copy attached) in an attempt to better protect existing neighborhoods throughout Fayetteville.

(G) *Hillside/Hilltop Overlay District.*

- (1) *Separation of Parking Pads in Multi-Family, and Non-Residential Development.* Parking pads shall be separated by a minimum undisturbed area of 15 feet between parking pads. Streets and access drives are permitted to cross this undisturbed area.
 - (2) *Cut and Fill Slopes.* Parking pads should be encouraged to utilize cut slopes with retaining walls to minimize disturbance.
 - (3) *Maximum Number of Spaces per Parking Lot for Multi-Family and Non-Residential Uses.* Parking pads shall have a maximum of thirty (30) spaces per pad.
 - (4) *Parking Lot Location.* Parking lots shall be set back with a minimum of 35 feet of undisturbed area required adjacent to the street right-of-way.
 - (5) *Multi-Family and Non-Residential Uses.* Developers of multi-family and non-residential uses in the Hillside Overlay District are encouraged to refer to the Hillside Best Management Practices Manual for guidance and direction in the design of their project.
- (Ord. No. 4725, 7-19-05; Ord. No. 4855, 4-18-06; Ord. No. 4917, 9-05-06; Ord. No. 5044, 8-07-07; Ord. No. 5079, 11-20-07; Ord. No. 5297, 12-15-09; Ord. No. 5592, 06-18-13; Ord. No. 5680, 4-15-14; Ord. No. 5841, §§1—3, 1-5-16; Ord. No. 5859, §2, 3-15-16; Ord. No. 6325, §1, 6-16-2020; Ord. No. 6350, §9(Exh. G), 8-18-2020)

172.05 Standards For The Number Of Spaces By Use(A) *Required Parking.**Current code*

- (1) *Non-Residential Use.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces shall be limited based on the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05. The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.
- (2) *Residential.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (a) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3 when the following standards are met:
 - (i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.

- (ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.
- (iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.
- (iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.
 - (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.
 - (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.
 - (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.
- (3) *Maximum Number Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the required spaces listed in Table 3 when the following standards are met:
 - (a) Developments may increase the number of off-street parking spaces by 15% above the parking ratios listed in Table 3.

AGENDA REQUEST FORM

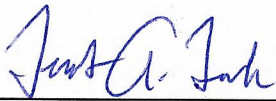
FOR: Council Meeting of January 7, 2025

FROM: Council Members Mike Wiederkehr and Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 172.05 (A)(2) FOR THE REQUIRED PARKING FOR RESIDENTIAL DEVELOPMENTS TO EMPOWER THE PLANNING COMMISSION TO LOWER THE MINIMUM PARKING REQUIREMENTS IN APPROPRIATE SITUATIONS

APPROVED FOR AGENDA:



Teresa Turk
City Council Member

12/17/24

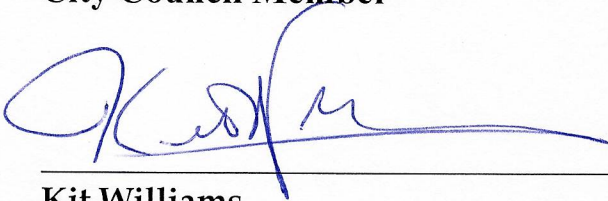
Date



Mike Wiederkehr
City Council Member

12-17-24

Date



Kit Williams
Approved as to form

December 17, 2024

Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Senior Assistant City Attorney

Hannah Hungate
Assistant City Attorney

Stacy Barnes
Paralegal

TO: Mayor
City Council
Kara Paxton, City Clerk-Treasurer

CC: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning

FROM: Kit Williams, City Attorney

DATE: April 3, 2025

**RE: Ordinance Review Committee Recommends Approval of an Amendment
of the Allowed Reduction of Minimum Residential Parking Spaces**

On January 7, 2025, Council Member Teresa Turk and Mike Wiederkehr sponsored and brought to the City Council a proposal to amend § 172.05 for the required parking for residential developments. As you remember, this proposed amendment brought such extensive conversation and discussion by the City Council that it was tabled to allow the ordinance to be worked on by the Ordinance Review Committee. The Ordinance Review Committee had several informative, thoughtful and effective meetings in which the committee, working with Long Range Planner Britin Bostick, thoroughly considered how to address fire safety issues and neighborhood concerns while still allowing reasonable parking reductions from required minimums.

We need to thank Fayetteville Fire Marshall Jeremy Ashley for explaining why some too large reductions from the minimum numbers of parking space requirements could endanger emergency responses especially by firetrucks to large apartment buildings and neighboring structures. Fire Marshall Ashley explained that the immediate area near any new proposed apartment building should be considered to determine how much on street parking can safely be utilized. If an existing large apartment building has already been allowed to build

substantially less than the minimum parking spaces for its tenants because these overflow tenants could park on nearby streets, a later constructed apartment building nearby should not receive such large reductions in required parking because most on street parking spaces will have already been used and occupied.

Therefore, the Ordinance Review Committee decided a revision of the *Residential Parking Requirements* should include an analysis of "abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments ... capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety...." {proposed § 172.05 (B)(1) (attached)}

The proposed parking reductions no longer rely upon counting bike racks, compact parking spaces (not very usable in a parking deck), motorcycle spaces, or having a bus stoop within a quarter mile to reduce required parking. Instead, reduction could rely both upon the real-life parking analysis of the area as well the size of the apartment building. Fire Marshal Ashley pointed out that access problems for emergency services were most often tied to large apartment buildings where many more tenants have no on-site parking. Therefore, larger percent reductions of required parking should be allowed for smaller buildings than the largest apartment buildings.

The Zoning and Development Administrator will initially review the parking plan which if satisfactory will authorize from 10% to 20% reductions in required minimum parking spaces to be constructed. When and if the project is presented for review by the Planning Commission, no review of Zoning and Development Administrator's decision about the parking plan will necessarily be reviewed by the Planning Commission. The Planning Commission would actually have to vote to review such decision which would probably occur mainly for large apartment buildings in areas where on-street parking is already somewhat limited. Because the Planning Commission is empowered to review the parking plan's adequacy, the City Council would on appeal have the same review power. As City Attorney, I have encouraged the City Council to maintain its ultimate authority to decide important issues that could have large financial impacts.

However, the Ordinance Review Committee also recognized that developers desire to avoid delays and reduce uncertainty for their proposed developments. Therefore, the Committee also recommends that a "safe harbor" provision be included and offered as an option. This "safe harbor" provision provides that if the developer provides the initial minimum number of parking

spaces pursuant to Take 3 (one space per bedroom) without seeking any reductions, then no parking plan is needed and the adequacy of parking is not an issue for any review. Since the Table 3 minimum (maximum for commercial) is a legislative determination by the City Council, it should be upheld by the Courts because it has a rational basis (which is an easy test for us to pass). I am afraid that where reductions would be sought pursuant to the parking plans analysis, such decision might be deemed as an administrative rather than a legislative decision. If so, such an appeal would give little or no deference to the Planning Commission or City Council and instead be treated like a brand-new hearing. A developer could avoid that risk by not seeking optional parking reductions or other variances. That would totally be at the option of the developer.

Those are the major changes proposed by the Ordinance Review Committee. That Committee also requested an Emergency Clause be placed on this ordinance, so these changes needed for safer development would be used by development proposals not yet justified to use the old code's problematic reductions. If this ordinance is not quickly enacted, and immediately effective, we might see developers trying to push new developments into or through our development review process to try to develop under current code's problematic parking reduction rules.

Britin and I will be happy to answer any questions about this proposed *Unified Development Code* change to the possible reductions below the initial minimum parking requirements. Please call us at your convenience. The Ordinance Review Committee members will also be available to further explain the need for this change during the Agenda Session when we give public notice that the tabled ordinance shall be removed from the table on April 15 to be considered by the whole City Council. Attached is the two-page memo from the Fire Department discussing the need to amend the current ordinance.



Parking Requirements and Challenges for Multi-Family Housing in Fayetteville

Parking requirements for multi-family housing in Fayetteville are outlined in the City's Unified Development Code (UDC 172.05), which mandates one parking space per bedroom. However, the UDC currently allows developers to reduce parking by up to 35% as a matter of right, without requiring any assessment of the potential impact on the surrounding area (UDC 172.05(2)(a)). This significant reduction can create negative consequences, particularly in certain parts of the city, where it poses safety challenges for fire and police services, hinders access to new and existing structures, and complicates parking enforcement efforts.

The Fayetteville Fire Department (FFD) supports revising the UDC to ensure that parking exemptions are not automatically granted. Instead, we recommend requiring comprehensive evaluations before any exemptions are approved. These evaluations should include parking studies and emergency services safety assessments specific to the proposed development site.

Proposals for Consideration

1. Require Parking and Safety Evaluations Upon Initial Submittal

Parking ratios below the standard one parking spot per bedroom should be evaluated by multiple City divisions, including Parking, Transportation, Fire, and Police, before a reduction is allowed. These evaluations should consider factors such as street widths, existing parking enforcement issues, potential impacts on surrounding neighborhoods, density of existing buildings, and access issues. Conducting these assessments early in the development process can prevent delays while ensuring public safety and feasibility.

2. Place a Cap on Development Size for Parking Reductions

Under current rules, developments can utilize up to a 35% parking reduction if they meet all criteria, which many projects do. While a 10-bedroom project reduced to seven parking spaces may not cause significant issues, a 780-bedroom project reduced to 507 spaces would result in a shortfall of 273 spaces. To address this, projects with fewer than 40 bedrooms could be allowed reductions by right, while larger projects should go through a variance process or undergo required assessments.

3. Develop a Sliding Scale for Reduced Parking Ratios

A sliding scale for reduced parking ratios, based on the number of bedrooms, could help mitigate the impact of large-scale projects. For example, the reduction percentage could decrease as the number of bedrooms increases, as shown below:



CITY OF
FAYETTEVILLE
ARKANSAS



# of Bedrooms	Maximum Allowed Reduction	Parking Assessment Required
0–40	25%	YES
41–80	20%	YES
81–120	15%	YES
Over 120	10%	YES
Such a system would still require developers to meet conditions for reductions, such as proximity to transit stops or provision of alternative parking options.		

4. Create Parking Reduction Zones

An overlay map of Fayetteville could designate areas suitable for parking reductions and areas where such reductions would be problematic. This map would need to be regularly updated, as an area may be able to absorb one development with reductions but not multiple projects.

Current Challenges and Future Implications

Currently, four new college housing projects are planned within a few blocks of City Hall, adding to an area that has two existing college housing complexes and currently struggles with parking enforcement and access issues. When completed, these six projects are expected to provide nearly 4,000 beds for college students, potentially resulting in a parking shortfall of 1,100–1,300 spaces. This situation could create problems that persist for decades.

Enforcement is currently a challenge, primarily due to a lack of staff dedicated to parking enforcement. Fire, police, and parking management divisions do not have the necessary resources to address this issue effectively. To meet this need, any division tasked with enforcement would require a substantial budget increase. Consistent monitoring would be essential to ensure that fire access is not compromised.

Closing Statement

To address Fayetteville's growing development challenges and ensure sustainable growth, it is imperative that the City revises its parking regulations. By implementing proactive measures—such as requiring comprehensive parking and safety evaluations, capping development sizes, creating a sliding scale for parking reductions, and designating parking reduction zones—the City can balance growth with the safety, accessibility, and quality of life for its residents. With thoughtful planning, Fayetteville can support both its expanding population and the long-term safety needs of its community.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 172 **PARKING AND LOADING** OF THE UNIFIED DEVELOPMENT CODE TO REVISE THE CITY'S REGULATIONS RELATED TO RESIDENTIAL PARKING REQUIREMENTS, PARKING REDUCTIONS, AND PARKING LOT LOCATION STANDARDS, AND TO DECLARE AN EMERGENCY

WHEREAS, the tenants of large apartment buildings may adversely affect a neighborhood if sufficient off-street parking or additional new on-street parking is insufficient to protect the parking availability needs of current neighbors; and

WHEREAS, the Planning Commission should be able to analyze the current parking availability and sufficiency in a neighborhood near the proposed new apartment building to determine if any reductions in the minimum parking requirements should be granted.

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 § 172.04 **Parking Lot Design Standards** by adding a new sentence to (D) so that it reads as follows:

“(D) *Compact Spaces*. A maximum of 35% of the total spaces may be compact spaces. Compact spaces are allowed for commercial uses only and may not be used for residential parking. Compact spaces shall be marked either by marking on the pavement or by separate marker.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.05 **Standards for the Number of Spaces by Use** and enacts a replacement § 172.05 as shown in Exhibit A attached hereto and made a part hereof:

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.06 **Parking Lot Location Standards** and enacts a replacement § 172.06 as shown in Exhibit B attached hereto and made a part hereof.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 172.11(B) and enacts a replacement § 172.11(B) as follows:

“(B) *Applicability*.

The following requirements shall apply to properties that require four (4) or less parking spaces. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural.”

Section 5: Emergency Clause: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because the Fire Department has expressed concern that the current parking reduction regulations are creating potentially unsafe conditions in neighborhoods in which large multifamily residential developments are pushing

residents to park off site along narrow streets and enacting these amendments immediately is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and **APPROVED** this 15th day of April, 2025.

APPROVED:

ATTEST:

By: _____
MOLLY A. RAWN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

Exhibit A

172.05 Standards for the Number of Spaces by Use

- (A) *Non-Residential Parking Requirements.* There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces provided shall be limited to the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05(3). If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.
- (B) *Residential Parking Requirements.* The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.
 - (1) *Reductions for Residential Use.* Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3. If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.
 - (a) Developments with 1-100 bedrooms may be allowed a maximum reduction of 20% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.

- (b) Developments with 101-250 bedrooms may be allowed a maximum reduction of 15% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (c) Developments with 251 or more bedrooms may be allowed a maximum reduction of 10% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (d) Multi-family and mixed-use developments that include multi-family along N. College Ave. and S. School Ave. within the Urban Corridor (UC) zoning district may be allowed an additional reduction of 10% of the total spaces required without being required to apply for consideration and approval by the Planning Commission.

(2) *Criteria for Consideration of Additional Reductions for Residential Use by the Planning Commission.* Applicants may request parking space reductions for residential use in addition to those listed in subsection 172.05(B)(1) subject to the requirements in subsection 156.03(C)(5). In reviewing the requested parking variance, the Planning Commission shall utilize the criteria in subsection 172.05(B)(1) to evaluate the request. The Planning Commission shall be limited to granting a maximum reduction of 10% additional spaces to the reductions permitted by that section.

(C) *Review of Parking Plan.* If an application for a residential use was approved for a reduction in required parking and the project is being considered by the Planning Commission, a Planning Commissioner may move that the Planning Commission review the decision by the Zoning and Development Administrator concerning the adequacy and correctness of the applicant's proposed parking plan pursuant to the factors in subsection 172.05(B)(1). If this motion passes, the Planning Commission may review and amend the Zoning and Development Administrator's decision.

(D) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements may be approved by the Zoning and Development Administrator if they meet the conditions below:

- (1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are allowed as a means to reduce the amount of parking required.
- (2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Zoning and Development Administrator.
- (3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.

(E) *Maximum Number of Parking Spaces Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the

maximum number of allowed spaces listed in Table 3 when the following standards are met:

- (1) Developments may increase the number of off-street parking spaces by up to 15% above the parking ratios listed in Table 3.
 - (2) Developments may increase the number of off-street parking spaces by up to an additional 10% when alternative stormwater treatment techniques are utilized, such as:
 - (a) Bioswales
 - (b) Constructed wetlands
 - (c) Pervious pavement
 - (d) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
 - (3) Developments may increase the number of off-street parking spaces by up to an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (F) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (1) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (2) Rounded to the next lower whole number when the fraction is less than 0.5.
- (G) *On-Street Parking.* Each on-street parking space adjacent to a project frontage that complies with adopted fire code may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.
- (H) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.

TABLE 3
PARKING RATIOS
(Use and Required Minimum and Maximum Spaces)
Residential

Residential Use Type	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed
Single-family	2 per dwelling unit	None
Duplex, triplex, or quadplex	2 per dwelling unit	4 per dwelling unit
Townhouse	2 per dwelling unit or one per bedroom, whichever is greater	1 per bedroom
Multi-family	1 per bedroom	1 per bedroom

Exhibit B

172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

(A) *Permitted Locations by Right.* Parking lots shall be located within the same zoning district and on the same site as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

(B) *Permitted Locations as a Conditional Use.*

- (1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.
- (2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

- (C) *Off-Site Locations.* If off-street parking cannot be provided on the same site as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.
- (D) *Intermittent Parking.* Uses which generate only intermittent demand for parking may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.

172.04 Parking Lot Design Standards

(See: Illustration: Parking Dimension Factors)

- (A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.
- (B) *Pedestrian Access.*
- (1) Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.
 - (2) Parking lots may be utilized by restaurants, cafes, and similar uses where pedestrian seating, access, or service does not interfere with safe and functional circulation. If a parking lot utilized for outdoor service is determined to represent a hazard to pedestrian or vehicular use, sites may be required to include an implied or physical barrier with landscaping elements, gated fencing, changes in ground surface texture, material or color, or similar treatments.
- (C) *Build-to Zone.* A portion of a required parking lot may be located within the build-to zone, subject to the following:
- (1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32 inches and 42 inches in height and 50% opaque minimum.
 - (2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.
 - (3) Off-site parking lots shall be prohibited from being located within the build-to zone.
 - (4) In urban zoning districts that specify urban form (i.e., a build-to zone) the intent is for drive-thru lanes, parking lot drive aisles, and parking spaces to be located to the side or rear of buildings. In urban zoning districts, a drive-thru lane, parking lot drive aisle, or parking spaces are not permitted to be located in the front yard directly between a building and the Master Street Plan right-of-way.
- (D) *Compact Spaces.* A maximum of 35% of the total spaces may be compact spaces. [Compact spaces are allowed for commercial uses only and may not be used for residential parking.](#) Compact spaces shall be marked either by marking on the pavement or by separate marker.
- (E) *Dimensional Requirements.* (See Table 1)

TABLE 1
DIMENSIONAL REQUIREMENTS

Angle (A)	Type	Width (in ft.) (B)	Curb length (in ft.) (C)	One-way aisle width (in ft.) (D)	Two-way aisle width (in ft.) (D)	Stall depth (in ft.) (E)
0°	Standard	8	22.5	12	24	8
Parallel	Compact	7.5	19.5	12	24	7.5
30°	Standard	9	18	12	24	17
	Compact	7.5	15	12	24	14
45°	Standard	9	12.5	12	24	19
	Compact	7.5	10.5	12	24	16
60°	Standard	9	10.5	18	24	20
	Compact	7.5	8.5	15	24	16.5

172.05 Standards For The Number Of Spaces By Use

(A) Non-Residential Parking Requirements~~Required Parking.~~

~~(1) Non-Residential Use.~~ There shall be no minimum number of spaces required for non-residential use. The maximum number of spaces provided shall be limited based onto the ratios in Table 3 and the allowable increases over the baseline ratio as described in subsection 172.05(3). If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.~~The applicant shall provide a statement or parking analysis indicating how they will provide adequate parking for the proposed non-residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition.~~

(B)(2) Residential Parking Requirements. The minimum and maximum number of spaces required for residential use shall conform to the parking ratios listed in Table 3. The minimum and maximum number of spaces required for a use not specifically included in this section shall be as required for the most similar use listed or as otherwise determined by the Planning Division utilizing reference standards.

(1a) Reductions for Residential Use. Residential uses may utilize the following reductions to the minimum number required off-street parking ratios listed in Table 3. If the applicant does not provide the number of parking spaces allowed by Table 3, the applicant shall provide for approval by the Zoning and Development Administrator relevant parking utilization data or a parking analysis demonstrating how they will provide adequate parking for the proposed residential use to succeed without negatively impacting adjacent properties or creating or compounding a dangerous traffic condition. The statement or analysis shall address factors such as abutting street widths, existing parking conditions, parking reductions already claimed by nearby residential and commercial developments, potential and compounding impacts on surrounding neighborhoods and commercial districts, existing use of on-street parking, capacity for additional on-street parking, density of existing buildings, emergency vehicle access, fire safety, and whether existing properties have off-street parking available.~~when the following standards are met:~~

- (a) Developments with 1-100 bedrooms may be allowed a maximum reduction of 20% of the total required spaces without being required to apply for consideration and approval by the Planning Commission.
- (b) Developments with 101-250 bedrooms may be allowed a maximum reduction of 15% of the total required spaces without being required to apply for automatic consideration and approval by the Planning Commission.
- (c) Developments with 251 or more bedrooms may be allowed a maximum reduction of 10% of the total required spaces without being required to apply for automatic consideration and approval by the Planning Commission.
- (d) Multi-family and mixed-use developments that include multi-family along N. College Ave. and S. School Ave. within the Urban Corridor (UC) zoning district may be allowed an additional reduction of 10% of the total spaces required without being required to apply for consideration and approval by the Planning Commission.

(2) Criteria for Consideration of Additional Reductions for Residential Use by the Planning Commission. Applicants may request parking space reductions for residential use in addition to those listed in

subsection 172.05(B)(1) subject to the requirements in subsection 156.03(C)(5). In reviewing the requested parking variance, the Planning Commission shall utilize the criteria in subsection 172.05(B) to evaluate the request. The Planning Commission shall be limited to granting a maximum reduction of 10% additional spaces to the reductions permitted by that section.

(C) *Review of Parking Plan.* If an application for a residential use was approved for a reduction in required parking and the project is being considered by the Planning Commission, a Planning Commissioner may move that the Planning Commission review the decision by the Zoning and Development Administrator concerning the adequacy and correctness of the applicant's proposed parking plan pursuant to the factors in subsection 172.05(B)(1). If this motion passes, the Planning Commission may review and amend the Zoning and Development Administrator's decision.

(D) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements may be approved by the Zoning and Development Administrator if they meet the conditions below:

(1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are allowed as a means to reduce the amount of parking required.

(2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Zoning and Development Administrator.

(3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.

~~(i) *Transit Stops.* Properties located within a ¼ mile radius of a transit stop may further reduce the minimum off-street parking requirements by up to 15%.~~

~~(ii) *Motorcycle and Scooter Spaces.* Up to 10% of the required automobile parking spaces may be substituted with motorcycle/scooter parking at a rate of one (1) motorcycle/scooter space for one (1) automobile space.~~

~~(iii) *Bike Racks.* Up to 10% of required automobile parking may be substituted with bicycle parking at a rate of one (1) additional bicycle rack for one (1) automobile space. This reduction shall be allowed in addition to other variances, reductions and shared parking agreements.~~

~~(iv) *Shared Parking.* Parking requirements may be shared where it can be determined that the peak parking demand of the existing or proposed occupancy occur at different times (either daily or seasonally). Such arrangements are subject to the approval of the Planning Commission.~~

~~(1) *Shared Parking Between Developments.* Formal arrangements that share parking between intermittent uses with non-conflicting parking demands (e.g. a church and a bank) are encouraged as a means to reduce the amount of parking required.~~

~~(2) *Shared Parking Agreements.* If a privately owned parking facility is to serve two (2) or more separate properties, then a "Shared Parking Agreement" is to be filed with the city for consideration by the Planning Commission.~~

~~(3) *Shared Spaces.* Individual spaces identified on a site plan for shared users shall not be shared by more than one (1) user at the same time.~~

~~(E3) *Maximum Number of Parking Spaces Allowed for Residential and Non-Residential Uses.* Residential and non-residential developments may utilize the following increases to the maximum number of allowed required spaces listed in Table 3 when the following standards are met:~~

~~(1a) Developments may increase the number of off-street parking spaces by up to 15% above the parking ratios listed in Table 3.~~

- (b2) Developments may increase the number of off-street parking spaces by up to an additional 10% when alternative stormwater treatment techniques are utilized, such as:
- (a) Bioswales
 - (b) Constructed wetlands
 - (c) Pervious pavement
 - (d) Other such techniques that aid in improving water quality and quantity as approved by the City Engineer
- (3e) Developments may increase the number of off-street parking spaces by up to an additional 5% when one (1), 2-inch caliper tree for every ten (10) additional parking spaces is planted on-site in addition to all other landscaping requirements.
- (F4) *Parking Ratio Calculation.* The number of spaces required for a use not specifically included in Table 3 shall be as required for the most similar use listed or as otherwise determined by the City Planning Division utilizing industry standards. For all parking space requirements resulting in a fraction, the fraction shall be:
- (1a) Rounded to the next higher whole number when the fraction is 0.5 or higher.
 - (2b) Rounded to the next lower whole number when the fraction is less than 0.5.
- (G) *On-Street Parking.* Each on-street parking space adjacent to a project frontage that complies with adopted fire code may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator. ~~(5) *On-Street Parking.* Each permitted on-street parking space adjacent to a project frontage may count toward the parking requirements for all development. The approval of on-street parking is subject to approval by the Zoning and Development Administrator.~~
- ~~(6) *Motorcycle and Scooter Parking.* One (1) Motorcycle and scooter parking. In parking lots containing twenty-five (25) parking spaces or more, one (1) space for every twenty-five (25) parking spaces of the required number of parking spaces for a use or combination of uses shall be striped as a motorcycle and scooter parking space.~~
- (H7) Increases or reductions in excess of those identified herein shall be allowed only by the Planning Commission as a variance and shall be granted in accordance with Chapter 156.03.

TABLE 3
PARKING RATIOS
(Use and Required Minimum and Maximum Spaces)

Residential

<u>Residential Use Type</u>	<u>Minimum Parking Spaces Required</u>	<u>Maximum Parking Spaces Allowed</u>
Single-family, duplex, triplex	2 per dwelling unit	<u>None</u>
<u>Duplex, triplex, or quadplex</u>	<u>2 per dwelling unit</u>	<u>4 per dwelling unit</u>
<u>Townhouse</u>	<u>2 per dwelling unit or one per bedroom, whichever is greater</u>	<u>1 per bedroom</u>
Multi-family or townhouse	1 per bedroom	<u>1 per bedroom</u>

172.06 Parking Lot Location Standards

The location of all required and nonrequired parking lots with five (5) or more spaces shall meet the location requirements below. All conditional uses hereunder shall be granted by the Planning Commission in accordance with Chapter 163, governing applications of conditional uses; procedures.

(A) *Permitted Locations by Right.* Parking lots shall be located within the same zoning district [and on the same site](#) as the use they serve. Required parking lots for uses allowed by right within a zoning district are allowed as a use by right in the same zoning district.

(B) *Permitted Locations as a Conditional Use.*

(1) Parking lots located within residential zones which serve uses in nonresidential zones may be allowed as a conditional use by the Planning Commission.

(2) Parking lots for uses allowed as conditional uses within residential zones must also be approved as a conditional use. A conditional use for a parking lot may be approved at the same time the use is approved or may be approved separately if additional parking lots are developed later.

The Planning Commission shall make a finding based upon the size, scale, and location of these activities that the proposed parking lot will not adversely affect adjacent residential uses or the residential character of the neighborhood.

(C) *Off-Site Locations.* If off-street parking cannot be provided on the same ~~site~~[lot](#) as the principal use due to existing buildings or the shape of the parcel, parking lots may be located on other property not more than 600 feet distant from the principal use, subject to conditional use approval by the Planning Commission.

(D) *Intermittent Parking.* Uses which generate only intermittent demand for parking, ~~such as churches,~~ may count available on-street parking within 600 feet of the building as part of required parking, subject to the approval of the Planning Commission.

172.11 Driveway And Parking Standards For Four (4) Or Less Parking Spaces

- (A) *Purpose.* The purpose of this ordinance section is to promote the public health, safety and general welfare, to prevent the adverse impacts associated with excess parking and over-occupancy of homes in single family districts, and to ensure that compatibility of land uses within single family districts remain intact.
- (B) *Applicability.* The following requirements shall apply to properties ~~within single family districts~~ that require four (4) or less parking spaces ~~and properties within all zoning districts that are utilized for a single family detached home requiring four (4) or less parking spaces~~. The regulations herein do not apply to motor vehicles located completely within or underneath garages or carports, nor to properties zoned Residential Agricultural.
- (C) *Maximum number of parking spaces permitted.* Unless otherwise permitted herein, a maximum of four (4) motor vehicles may be parked outdoors on a property containing a single family home(s) at any time, including driveways and other designated off-street parking areas. Parking for all other permitted uses shall conform to the Parking Ratio Table contained within this chapter.
- (D) *Use of Front Yard Area for a Driveway and Off-Street Parking.* Motor vehicles shall be parked in a driveway or off-street parking area that is clearly defined by pavement, a change in materials, edging, or other means. Driveways and off-street parking areas shall be limited to a maximum of 40% of the front yard area and shall meet the maintenance requirements as identified by this chapter.
- (E) *Parking of Non-Motorized Vehicles in Front Yard Area.* If parked within the front yard area of a property (including driveways), non-motorized recreational vehicles, trailers, and boats shall be counted toward the maximum total of four (4) motor vehicles permitted on the property.
- (F) *Off-Street Parking on City Street Right-of-Way.* The off-street parking of any motor vehicle, non-motorized recreational vehicle, boat or trailer shall be prohibited within the street right-of-way, which includes any sidewalk, greenspace or other area from the edge of the paved street through the width of the dedicated street right-of-way. On-street parking within properly designated areas of the street right-of-way may be permitted, in accordance with current traffic regulations.
- (G) *Driveway Standards.*
 - (1) *Driveway approach to property line.* The driveway approach shall extend to the property line and/or master street plan right-of-way from the paved street and shall be designed, permitted, and paved with concrete in accordance with §171.13 Sidewalk and Driveway Specifications.
 - (2) *Driveways Beyond the Property Line.* Driveways shall be paved from the property line and/or master street plan right-of-way with asphalt, concrete, brick or stone pavers, or other solid surface and shall extend 18 feet (length) into the property. To prevent vehicles from parking over the public sidewalk, garages and carports shall be positioned to provide at least 18 feet between the sidewalk or Master Street Plan right-of-way line and the garage or carport.
 - (3) *Driveways Beyond 18 Feet into the Property.* Driveways beyond 18 feet into the property may be paved or unpaved and shall be clearly defined by landscaping or edging.
 - (4) *Unpaved Streets.* These requirements are waived where the street to which the driveway connects is not paved.
- (H) *Driveway and Parking Area Maintenance Requirements.*
 - (1) *Paved.* Driveways and parking areas that are paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street.

-
- (2) *Unpaved.* Driveways and parking areas that are not paved shall be maintained to prevent erosion onto adjacent properties and to prevent dirt, rock and other materials from entering the street. Driveways and parking areas shall be constructed and maintained with adequate gravel, grasses, or other plants and/or landscaping materials to keep the area from becoming rutted, muddy and/or soil from being



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council
THRU: Keith Macedo, Interim Chief of Staff
FROM: Greg Resz, GIS Manager
SUBJECT: **STREET RENAMING (N. PLANTATION AVE - N. GARDEN AVE & W. CHATTEL ST - W. REFLECTION ST):**

RECOMMENDATION:

Staff recommends re-naming N Plantation Ave to N Garden Ave and W Chattel St to W Reflection St.

BACKGROUND:

N Plantation Ave and W Chattel St are located in western Fayetteville within the Heritage Village Subdivision. There are 18 residential addresses on W Chattel St. There are an additional 14 addresses on N Plantation Ave.

DISCUSSION:

City Ordinance mandates that the GIS Office present all street name changes brought forward by citizens to the City Council for approval. These street name changes were brought to the GIS Office by Ms. Kaylee Armendariz, a resident of Heritage Village subdivision. She represents a group of 8 property owners in the subdivision. Ms. Armendariz and the group have reached out via the HOA to the other residents that would be affected by the street name change.

If approved, the GIS Office would notify the appropriate entities, notify the affected residences, make the appropriate changes to the City land record system, make changes to the utility billing database, and make changes to the NextGen911 system.

BUDGET/STAFF IMPACT:

Three road signs and 32 certified address change letters to property owners.

ATTACHMENTS: SRF (#3) , N Garden Ave & W Reflecton St Map (#4)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-381

STREET RENAMING (N. PLANTATION AVE - N. GARDEN AVE & W. CHATTEL ST - W. REFLECTION ST):

A RESOLUTION TO RENAME NORTH PLANTATION AVENUE TO NORTH GARDEN AVENUE AND WEST CHATTEL STREET TO WEST REFLECTION STREET

WHEREAS, Kaylee Armendariz and several other residents of Heritage Village subdivision have requested that the City change the name of North Plantation Avenue to North Garden Avenue and West Chattel Street to West Reflection Street.

NOW, THEREFORE, 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 renames North Plantation Avenue to North Garden Avenue.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby renames West Chattel Street to West Reflection Street.

City of Fayetteville Staff Review Form

2025-381

Item ID

4/8/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Greg Resz

3/18/2025

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends re-naming of N Plantation Ave to N Garden Ave and W Chattel St to W Reflection St

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

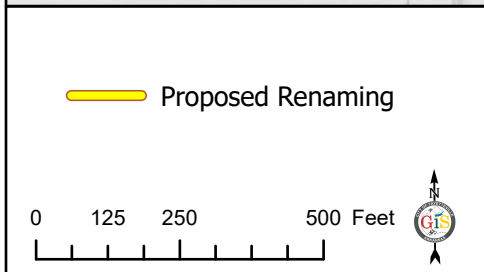
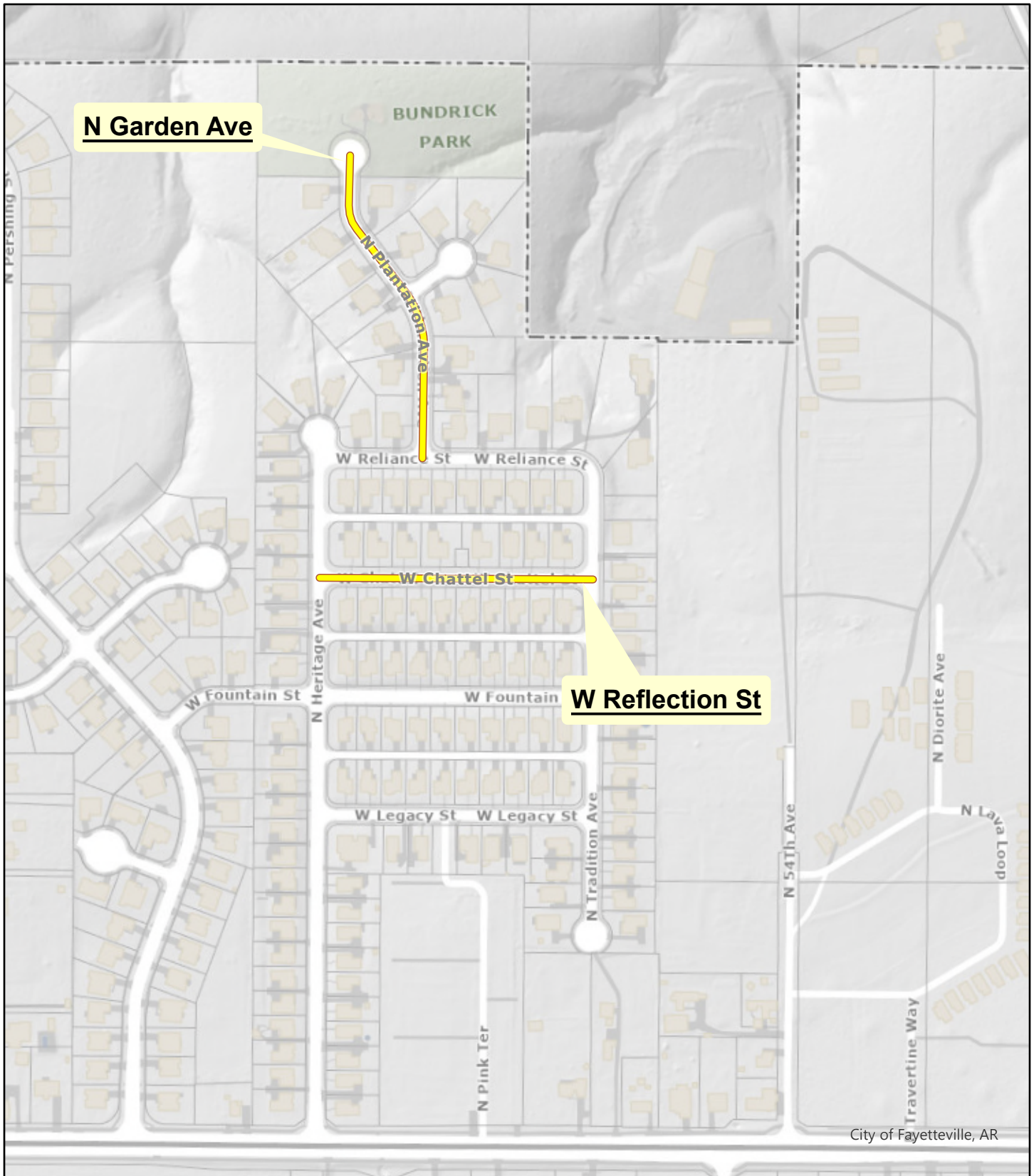
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



**N Garden Ave
&
W Reflection St**

Fayetteville, AR

**CITY OF
FAYETTEVILLE
ARKANSAS**

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

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MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Willa Thomason, Urban Forester

SUBJECT: **VACATION-2025-0002: (EAST OF 1775 W. MITCHELL ST./MITCHELL STREET TOWNHOMES, 520):**

RECOMMENDATION:

Staff recommends approval of **VAC-2025-0002** as shown in the attached Exhibit 'B', with the following conditions:

- Dedication of tree preservation easements on parcels 765-16157-000 and 765-15229-000, as shown in Exhibits C and D;
- Removal of all invasive species and trash from all three tree preservation easements;
- Planting of 28 mitigation trees (6,061 sf of vacated easement/218 sf base density forestation per acre) within the proposed tree preservation easements, in addition to the mitigation trees that will be required with the development of the Mitchell St. parcel;
- Consultation with the Watershed Conservation Resource Center for assessment and mitigation of erosion to the riparian areas on parcels 765-16157-000 and 765-15229-000
- The proposed vacation and dedications will occur with the easement plat submittal for the proposed development

BACKGROUND:

The subject property is part of Lot 10 of the Bert Lewis subdivision north of W Martin Luther King Jr Blvd and approximately 1000 ft. east of Ramay Junior High School.

The tree preservation easement on the subject property was dedicated as part of the development of the JD China restaurant Large Scale Development when it was built in 2001. After the restaurant closed, Raising Cane's purchased and subdivided the lot. In 2016, the lot split (LSP 16-5311) was submitted and approved. The lot split created two lots; one lot with 1.09 acres was sold to Raising Cane's and the other 0.67-acre lot, containing the 0.38-acre tree preservation easement in question, was left undeveloped. In exchange for the vacation, the applicant intends to dedicate two additional tree preservation easements off-site as described in Exhibits C and D.

The City Council has received two prior requests to vacate the tree preservation easement on this property. In 2019, the previous property owner submitted a vacation request that was tabled indefinitely because the applicant did not provide adequate information for evaluation. The current property owner submitted a request

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

to vacate the entire 0.38-acre easement in 2022 and the request was denied.

Request: The applicant proposes to vacate 0.14 acres of a 0.38-acre tree preservation easement on the property that was dedicated in 2001.

DISCUSSION:

Staff has visited all three properties and determined that, with restoration work including bank stabilization and removal of invasive species, the dedication of the two proposed tree preservation easements have the potential to offer more environmental services to the City than the existing location. Additionally, although the development of the Mitchell St parcel will result in the loss of some mature canopy, more than half of the existing tree preservation easement will remain to be enjoyed by residents of the proposed townhomes, and the development will increase the housing supply while contributing to the City's goals of creating compact, complete and connected development.

The current tree preservation easement is in a commercial district and surrounded by rental housing units and fast-food restaurants and is not directly associated with a creek or drainage area. The site primarily contains healthy, mature deciduous trees but does not show signs of regeneration, as the understory is occupied by invasive species. Some of the canopy has been removed and trash and red clay have been deposited on the site as well. The canopy has been thinned over the years, particularly from 2015 to 2022 (Exhibits E). As UDC §167.04(K)(3) states, "Property owners wishing to remove diseased or dead trees from within a recorded tree preservation easement shall seek prior approval from the Urban Forester, who shall determine if such removal is consistent with sound arboricultural and horticultural practices, as well as the intent of this chapter. Any tree so removed shall be replaced with a tree of like or similar species, unless the Urban Forester determines that natural replacements of sufficient health and vigor are already present in the tree preservation easement." Additional trees have not been planted in the existing Tree Preservation Easement to replace those removed. The portion of the easement to be vacated is on the east and south sides of the site and contains seven deciduous trees of various species, all below the 18" DBH threshold for "significant trees" as defined in UDC §151.

The 0.2-acre parcel that is proposed as a new tree preservation easement is located on the west side of the city along Owl Creek and adjacent to existing Harmony Pointe Park (Exhibit C). Half of this site is in Flood Zone A. This site contains mature canopy but shows signs of erosion and encroachment by invasive species. This parcel is also a part of the Enduring Green Network and the addition of a tree preservation easement within the Enduring Green Network aligns with the City of Fayetteville's Energy Action Plan strategy 4 which recommends that we, "Explore a strategy and funding mechanism to increase the permanent preservation of lands identified as the "Enduring Green Network" in the City's Future Land Use Plan and Map. These lands may be City-owned or preserved through land trusts, tree preservation easements, or other mechanisms."

The 0.6-acre parcel that is proposed as a new tree preservation easement is located on the east side of the city near S. Ray Ave. in an industrial area close to a residential neighborhood (Exhibit D). The property runs behind Fire Station #3, CR Crawford Construction, and Promo Life. There is a drainage area running through the site that drains directly into the West Fork of the White River which is part of the Beaver Lake Watershed and is in the Streamside Protection Zone. This parcel is adjacent to an existing tree preservation easement (0.34 acre) that was dedicated as part of the project to build the new Promo Life facility. The canopy on this site is situated on a heavily eroded streambank and many of the trees are at risk of becoming uprooted as the stream continues to erode. This parcel is also partially within the Enduring Green Network.

Tree canopy for each site:

- 6,061 sq. ft. of tree canopy to be vacated within current easement 765-07564-000 (Exhibit B)
- 8,712 sq. ft. of tree canopy at proposed easement 765-16157-000 (Exhibit C)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

- 26,136 sq. ft. of tree canopy at proposed easement 765-15229-000 (Exhibit D)
- The combined tree canopy for both proposed easements is 34,848 sq. ft. The difference is an increase of 28,787 sq. ft. or ~0.66 acre.

As stated in UDC §167.04(L)(2), "The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of the City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest of the City of Fayetteville." Presently, the two proposed easements do not represent an equitable trade for the partial vacation of the tree preservation easement on Mitchell St. as they are already undevelopable and large areas of the lots are protected by the streamside protection zone. However, staff believe the following conditions of approval will increase ecosystem services at all three sites and justify the partial vacation of the Mitchell St. easement.

CONDITIONS OF APPROVAL:

- Dedication of tree preservation easements on parcels 765-16157-000 and 765-15229-000, as shown in Exhibits C and D;
- Removal of all invasive species and trash from all three tree preservation easements;
- Planting of 28 mitigation trees (6,061 sf of vacated easement/218 sf base density forestation per acre) within the proposed tree preservation easements, in addition to the mitigation trees that will be required with the development of the Mitchell St. parcel;
- Consultation with the Watershed Conservation Resource Center for assessment and mitigation of erosion to the riparian areas on parcels 765-16157-000 and 765-15229-000
- The proposed vacation and dedications will occur with the easement plat submittal for the proposed development

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A - Property Owner Request (#4), Exhibit B - Location of easement to be vacated 0.14 acres (#5), Exhibit B1 - Applicant Petition to Vacate (#6), Exhibit B2 - Property Legal Descriptions (#7), Exhibit C - Proposed Tree Pres Easement Harmony Park (#8), Exhibit C1 - Flood Plain map 1 Harmony Park (#9), Exhibit D - Proposed Tree Pres Easement Ray Ave (#10), Exhibit D1 - Flood plain map 2 Ray Ave (#11), Exhibit E – Aerial Photo of Existing Tree Preservation Easement Lot - Prior To Development (#12), Exhibit E1 - Aerial Photo of Existing Tree Preservation Easement Lot - Prior To Raising Cane (#13), Exhibit E2 – Aerial Photo of Existing Tree Preservation Easement Lot - Current Conditions (#14), UFAB Memo - Mitchell St. Vacation (#15)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-431

VACATION-2025-0002: (EAST OF 1775 W. MITCHELL ST./MITCHELL STREET TOWNHOMES, 520):

AN ORDINANCE TO APPROVE THE VACATION OF A 6,061 SQUARE FOOT PORTION OF A TREE PRESERVATION EASEMENT LOCATED ALONG WEST MITCHELL STREET CONTINGENT ON THE DEDICATION OF TWO REPLACEMENT TREE PRESERVATION EASEMENTS TOTALING APPROXIMATELY 0.8 ACRES AND OTHER CONDITIONS

WHEREAS, the owner would like to vacate approximately 6,061 square feet of the existing tree preservation easement located along West Mitchell Street behind Raising Cane's for the purpose of developing the property; and

WHEREAS, the owner has offered to dedicate an additional 0.8 acres of tree preservation easement which will result in a net increase of approximately 0.66 acres of tree preservation.

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 determines that the owner of the land located along West Mitchell Street (Parcel No. 765-07564-000) that is covered by a dedicated tree preservation easement has proven to the City Council's satisfaction that the vacation of a portion of the tree preservation easement, as shown in Exhibit B to the staff memo attached to this Ordinance, is in the best interest of the City of Fayetteville and therefore grants the land owner's request to vacate the existing tree preservation easement as to those 6,061 square feet.

Section 2: The vacation and abolishment of the 6,061 square feet of tree preservation easement shall not be effective until the following conditions are satisfied:

1. Dedication of approximately 0.8 acres of tree preservation easement on Parcel Nos. 765-16157-000 and 765-15229-000, as shown in Exhibits C and D to the staff memo attached to this Ordinance.
2. Removal of all invasive species and trash from all three tree preservation easements.
3. Planting of 28 mitigation trees within the proposed tree preservation easements in addition to any mitigation trees required for the development of the Mitchell Street parcel.
4. Consultation with an organization approved by the Urban Forester to identify measures needed to mitigate erosion in the riparian areas on Parcel Nos. 765-16157-000 and 765-15229-000.

Section 3: That the City Council of the City of Fayetteville, Arkansas further conditions this vacation to require that the measures prescribed to mitigate erosion to the riparian areas on Parcel Nos. 765-16157-000 and 765-15229-000 shall be implemented at the expense of the applicant/owner prior to the issuance of any certificates of occupancy for the new development on Parcel No. 765-07564-000.

City of Fayetteville Staff Review Form

2025-431

Legistar File ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2025-0002: Vacation (EAST OF 1775 W. MITCHELL ST/MITCHELL STREET TOWNHOMES, 520): Submitted by ENGINEERING SERVICES INC for property located EAST OF 1775 W. MITCHELL ST. in WARD 1. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 0.68 acres. The request is to vacate 0.14 acres of a 0.38-acre tree preservation easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

\$ -

Budget Adjustment Attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

March 11, 2025

Exhibit A - Property Owner Request

City of Fayetteville
Development Services Building
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Easement Vacation Submission
Mitchell Street Townhomes
1801 W Mitchell Street
Fayetteville, AR 72701

City Council & Planning Commission:

Please accept this letter as a narrative accompanying a tree preservation easement vacation as it relates to the proposed Mitchell Street Townhomes at the referenced address. The proposed development is six townhomes with permeable pavers and the associated site improvements. The proposed development is part of Lot 10 of the Bert Lewis subdivision (parcel #765-07564-000). A large portion of the site is encumbered by tree preservation easement. To develop the property while minimizing disruption of existing trees, we are proposing to vacate a portion of the tree preservation easement for access to the buildable area of the property. The portion of tree preservation easement to be vacated is approximately 0.14 acres (6,061 Sq. Ft.). There are five trees in the portion of the tree preservation easement to be vacated. These existing trees are proposed to be removed and mitigated in the portion of the tree preservation easement remaining on the property. In addition to on-site mitigation we are proposing to dedicate parcels #765-16157-000 and #765-15229-000 as tree preservation easement. Parcel #765-16157-000 is approximately 0.2 acres (8,712 Sq. Ft.) and contains healthy trees contributing to the riparian buffer of Owl Creek, which flows through the parcel. Additionally, the parcel backs up to open space of the nearby Harmony Pointe park. Parcel #765-15229-000 is approximately 0.6 acres (26,136 Sq. Ft.) and possess healthy trees and good existing canopy coverage. Our proposal of additional dedication of tree preservation easement is over five times the amount proposed to be removed.

This submittal includes the following items:

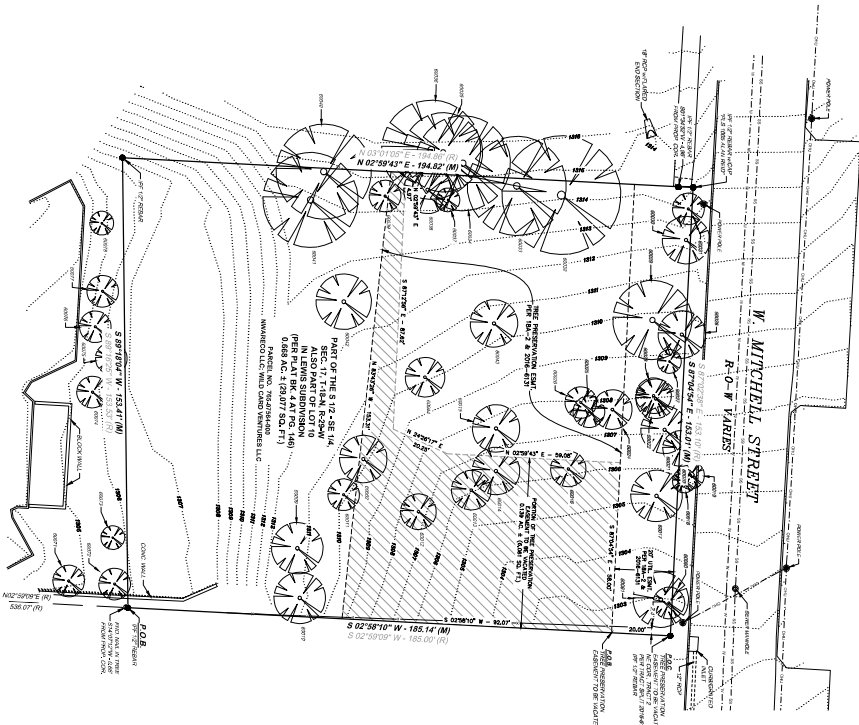
- Metes and bounds of area to be vacated
- Survey of the site
- Legal description in MS Word and PDF
- Signed property owner consent form
- Petition to vacate easement

Very truly yours,



Cameron Plumlee

Z:\Engineers\00 - Engineer Projects\24950 - Mitchell Street Townhomes\Easement Vacation\Work\Transmittal Letter.docx

[illegible]

THE EFFECTS OF AGRICULTURE ON THE ENVIRONMENT AND THE RURAL ECONOMY
 1997. *ENVIRONMENTAL ECONOMICS*. Dordrecht: Kluwer Academic Publishers. Pp. 107. ISBN 1-4020-0106-1.

THE EFFECTS OF AGRICULTURE ON THE ENVIRONMENT AND THE RURAL ECONOMY
 1997. *ENVIRONMENTAL ECONOMICS*. Dordrecht: Kluwer Academic Publishers. Pp. 107. ISBN 1-4020-0106-1.

THIS PRESERVATION
ELEMENT TO BE VACATED

[illegible][illegible]

BOUNDARY & TOPOGRAPHIC SURVEY

DATE: 10/1/2011

BY: J. L. BROWN

PLAT CODE: 600-100-500-0-17-300-R-1000

SECTION	DATE	DESCRIPTION
1	10/1/2011	ACROSS THE LINE TO BE SURVEYED
2	10/1/2011	ACROSS THE LINE TO BE SURVEYED

SECTION 17

TOWNSHIP 30 NORTH

RANGE 100 WEST

COUNTY OF LINCOLN, NEB.

PLAT 1000 OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 100 WEST, COUNTY OF LINCOLN, NEB.

SECTION 17

TOWNSHIP 30 NORTH

RANGE 100 WEST

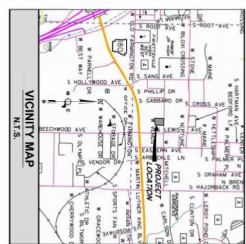
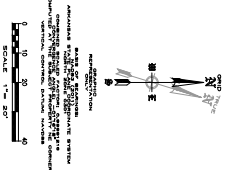
COUNTY OF LINCOLN, NEB.

PLAT 1000 OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 100 WEST, COUNTY OF LINCOLN, NEB.

Point #	Raw Description	Tree Volume	Netting	Estling
60009	3" LM	1311.70	634.88,659.50	663.32,651.10
60010	3" OK	1311.70	634.89,518.17	663.33,649.40
60011	8" HACHEBERG	1303.48	634.83,483.50	663.31,630.20
60012	8" HACHEBERG	1303.48	634.84,483.50	663.31,630.20
60013	10" OK	1303.21	634.87,877.60	663.31,877.60
60014	12" OK	1303.38	634.88,397.0	663.30,645.50
60015	12" OK	1303.48	634.88,432.0	663.29,334.0
60016	8" MOUNT HATCHERY	1305.67	634.91,174.00	665.51,380.10
60017	13" OK	1305.32	634.94,174.00	665.51,380.10
60018	8" MOUNT HATCHERY	1305.84	634.95,619.50	665.50,742.00
60019	8" MOUNT HATCHERY	1305.86	634.95,675.40	665.50,785.00
60020	8" OK	1303.23	634.89,435.0	662.28,361.0
60021	12" OK	1303.24	634.84,890.0	662.28,791.0
60022	10" OK	1303.51	634.90,420.0	662.28,800.0
60023	8" OK	1303.51	634.90,420.0	662.28,800.0
60024	10" OK	1303.22	634.87,877.60	662.28,877.60
60025	8" OK	1303.25	634.87,877.60	662.28,877.60
60026	8" OK	1303.69	634.91,534.0	662.28,520.0
60027	8" OK	1304.72	634.95,540.0	662.28,520.0
60028	12" OK	1304.92	634.95,540.0	662.28,520.0

Point #	Row Description	Exclusion	Nurturing	Enduring
00029	12 th CHERNY	1310.48	63,939.7740	66,623.3950
00030	12 th POONII - HOCKEY	1312.53	63,939.7740	66,623.3950
00031	8 th OAK	1313.50	63,939.7740	66,623.3950
00032	30 th OAK	1314.64	63,939.7740	66,623.3950
00033	25 th OAK	1315.15	63,939.7740	66,623.3950
00034	22 nd OAK	1315.70	63,939.7740	66,623.3950
00035	20 th OAK	1315.70	63,939.7740	66,623.3950
00036	25 th OAK	1315.90	63,939.7740	66,623.3950
00037	6 th MULBERRY	1314.30	63,940.0000	66,621.3370
00038	12 th CHERNY	1314.78	63,944.6100	66,621.3370
00039	8 th CHERNY	1314.47	63,944.6100	66,621.3370
00040	2 nd OAK	1315.88	63,942.7980	66,621.3370
00041	2 nd OAK	1315.84	63,942.7980	66,621.3370
00042	12 th OAK	1316.07	63,944.5290	66,621.3370
00043	12 th OAK	1316.07	63,944.5290	66,621.3370
00044	10 th OAK	1312.09	63,944.5290	66,621.3370
00045	8 th CHERNY	1312.09	63,944.5290	66,621.3370
00046	12 th OAK	1312.40	63,944.5290	66,621.3370
00047	12 th HOCKEY	1309.37	63,944.5290	66,621.3370
00048	8 th CHERNY	1304.74	63,944.5290	66,621.3370

Point #	Run Description	Elevation	Nothing	Easting
60072	8' CEDAR	1305.75	634756.180	666344.376
60073	8' CEDAR	1306.36	634755.930	666283.590
60074	8' CEDAR	1305.98	634756.920	666278.842
60075	8' CEDAR	1306.04	634755.810	666287.4510
60076	8' CEDAR	1305.68	634749.310	666284.7010
60077	8' CEDAR	1305.62	634752.910	666254.5550
60078	8' OAK	1304.88	634752.4400	666221.3430



PETITION

PETITION TO VACATE A tree preservation EASEMENT LOCATED IN LOT 10 OF THE BERT LEWIS SUBDIVISION, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 10 of the Bert Lewis Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 2 AS SHOWN ON A TRACT SPLIT RECORDED AS FILE NO. 2016-6131 OF THE WASHINGTON COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT 2, S02°58'10"W A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT BEING THE NORTHEAST CORNER OF A TREE PRESERVATION EASEMENT AS SHOWN ON AN EASEMENT PLAT RECORDED AS FILE NO. 18A-2; THENCE CONTINUING ALONG SAID EAST LINE, S02°58'10"W A DISTANCE OF 92.07 FEET TO THE SOUTHEAST CORNER OF SAID TREE PRESERVATION EASEMENT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TREE PRESERVATION EASEMENT, N83°43'26"W A DISTANCE OF 153.31 FEET; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT 2, N02°59'43"E A DISTANCE OF 4.97 FEET; THENCE LEAVING SAID WEST LINE S87°12'56"E A DISTANCE OF 87.62 FEET; THENCE N24°26'17"E A DISTANCE OF 20.25 FEET; THENCE N02°59'43"E A DISTANCE OF 59.08 FEET TO A POINT ON THE NORTH LINE OF SAID TREE PRESERVATION EASEMENT; THENCE ALONG SAID NORTH LINE, S87°04'54"E A DISTANCE OF 58.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.139 ACRES (6,061 SQUARE FEET), MORE OR LESS.

That the abutting real estate affected by said abandonment of the alley are Lot 10 of the Bert Lewis Subdivision City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners request that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing tree preservation easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further request that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said tree preservation easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this day of March, 2025.

Wild Card Ventures, LLC ; Payton Sims
Printed Name

Signature

PROPERTY LEGAL DESCRIPTION PER W.D. 2022-33602:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: **BEGINNING** AT A SET IRON PIN WHICH IS NORTH 87°00'51" WEST 200.18 FEET, AND NORTH 02°59'09" EAST 536.07 FEET FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE SOUTH 89°16'25" WEST 153.53 FEET TO A SET IRON PIN, THENCE NORTH 03°01'05" EAST 194.86 FEET TO FOUND IRON PIN, THENCE SOUTH 87°02'38" EAST 153.10 FEET TO A FOUND IRON PIN; THENCE SOUTH 02°59'09" WEST 185.00 FEET TO THE **POINT OF BEGINNING**, CONTAINING 0.67 ACRES, MORE OR LESS, SAID LANDS ALSO BEING PART OF LOT 10 OF BERT LEWIS SUBDIVISION AS PER PLAT FILED IN/AS PLAT BOOK 4 AT PAGE 196.

NOTE: LEWIS SUBDIVISION WAS RECORDED IN PLAT BOOK 4 AT PAGE 146 IN THE WASHINGTON COUNTY, ARKANSAS RECORDS.

**SURVEY DESCRIPTION OF A PORTION OF TREE PRESERVATION EASEMENT
TO BE VACATED:**

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 2 AS SHOWN ON A TRACT SPLIT RECORDED AS FILE NO. 2016-6131 OF THE WASHINGTON COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID TRACT 2, S02°58'10"W A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF A TREE PRESERVATION EASEMENT AS SHOWN ON AN EASEMENT PLAT RECORDED AS FILE NO. 18A-2; THENCE CONTINUING ALONG SAID EAST LINE, S02°58'10"W A DISTANCE OF 92.07 FEET TO THE SOUTHEAST CORNER OF SAID TREE PRESERVATION EASEMENT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TREE PRESERVATION EASEMENT, N83°43'26"W A DISTANCE OF 153.31 FEET TO THE WEST LINE OF SAID TRACT 2 AND TREE PRESERVATION EASEMENT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT 2 AND WEST LINE OF SAID TREE PRESERVATION EASEMENT, N02°59'43"E A DISTANCE OF 4.97 FEET; THENCE LEAVING SAID WEST LINES, S87°12'56"E A DISTANCE OF 87.62 FEET; THENCE N24°26'17"E A DISTANCE OF 20.25 FEET; THENCE N02°59'43"E A DISTANCE OF 59.08 FEET TO A POINT ON THE NORTH LINE OF SAID TREE PRESERVATION EASEMENT; THENCE ALONG SAID NORTH LINE, S87°04'54"E A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.139 ACRES (6,061 SQUARE FEET), MORE OR LESS.

Fayetteville, AR

Exhibit C - 0.20 acres site, a proposed new Tree Preservation Easement

The site is 0.20 acres and all of it is tree canopy covered.



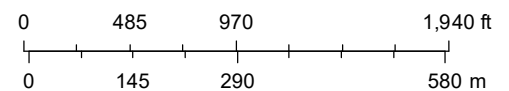
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Survey Monument

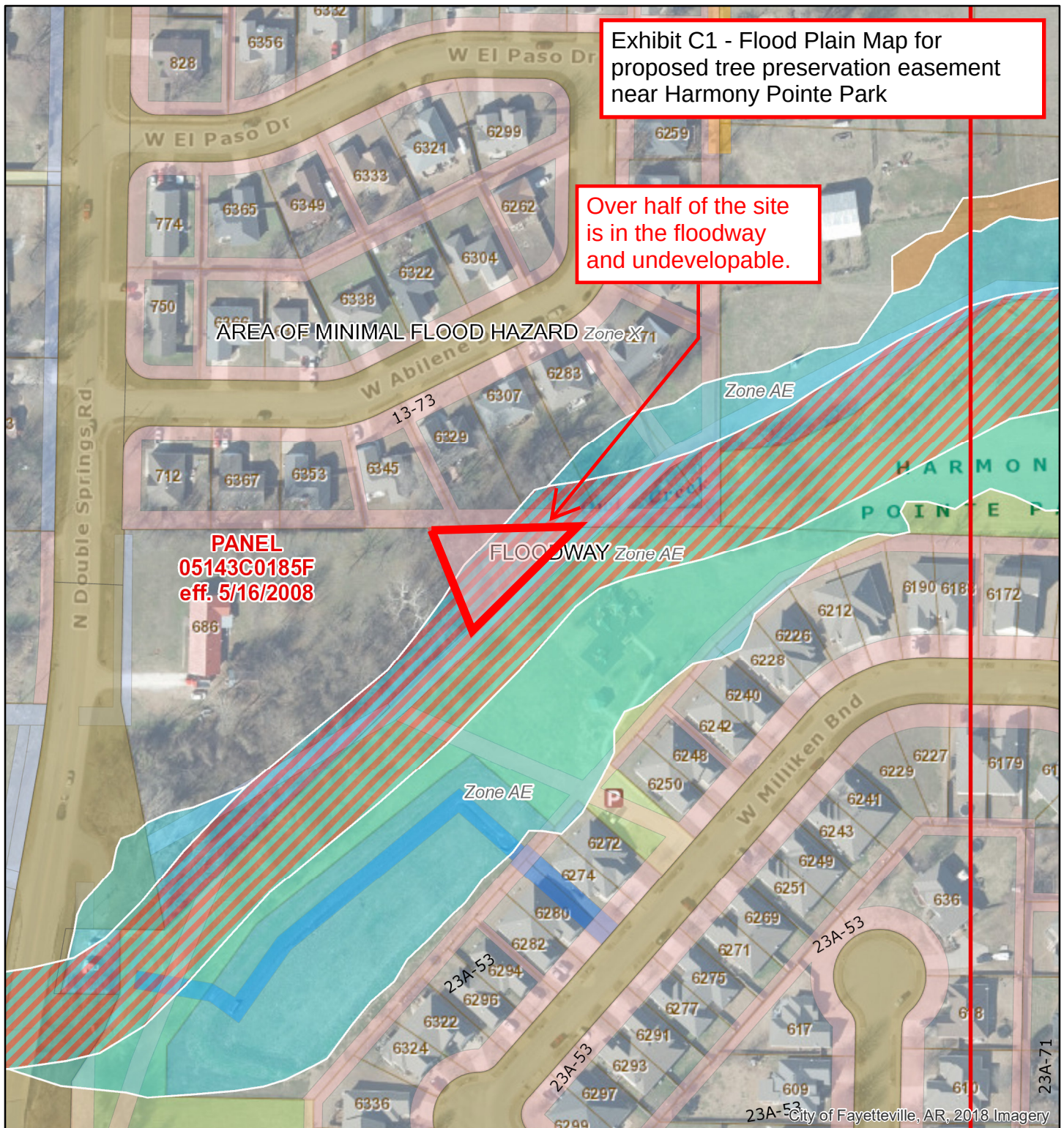
- | | |
|---|----------------|
|  | Section Corner |
|  | 1/4 Corner |
|  | QQ Corner |
|  | City Ref |

-  Corner By GPS
-  Destroyed
-  Error
-  GPS Point
-  Ref



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by a third party or another agency arising from the use of the City of Fayetteville makes no express or implied warranty with reference to the data. Notwithstanding, any cause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Fayetteville, AR



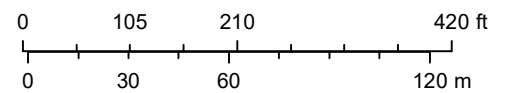
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FIRM Panels

SFHA / Flood Zone Boundary

Cross-Sections



Flood Hazard Boundaries

Other Boundaries

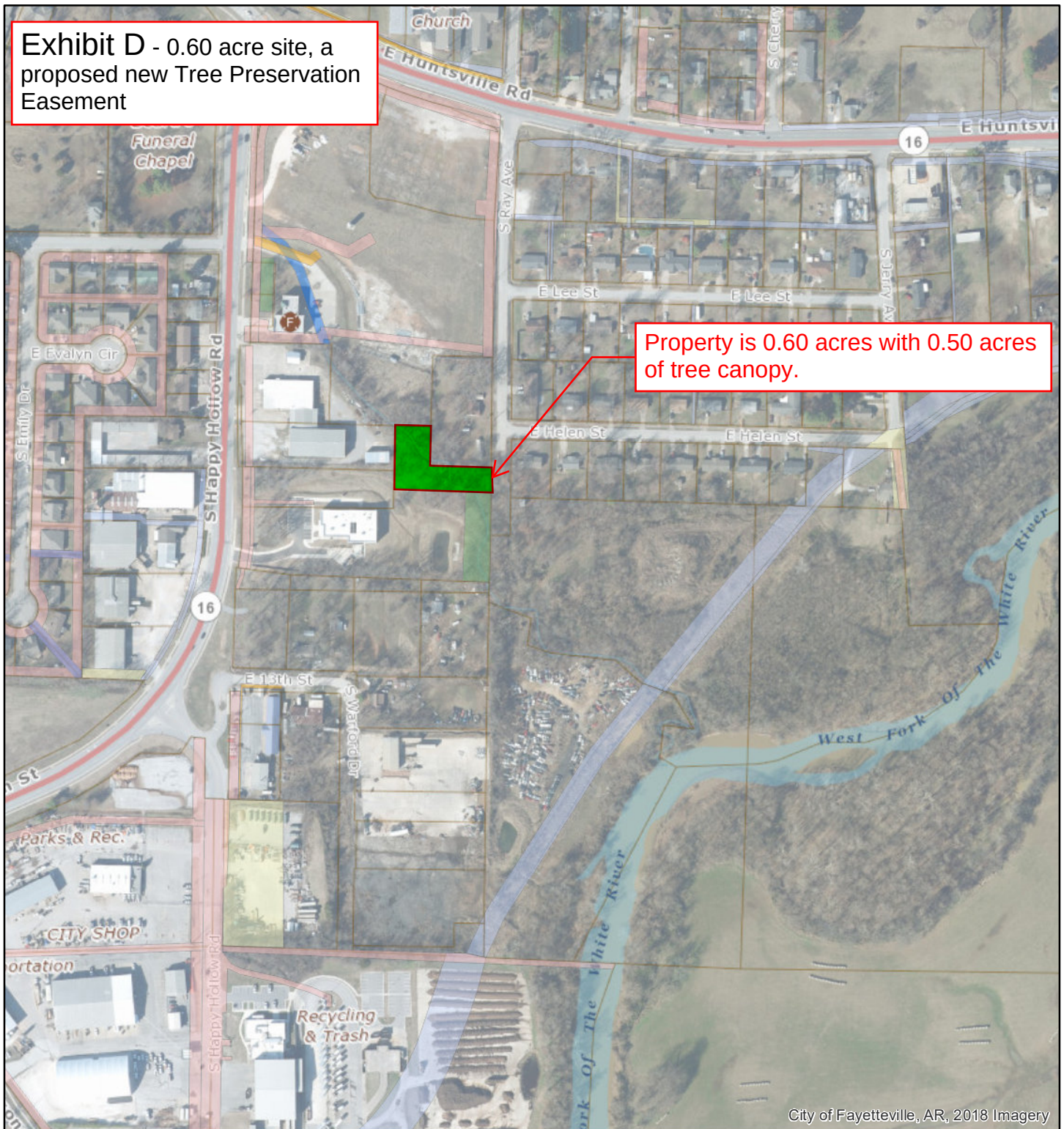
Limit Lines

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Fayetteville, AR

Exhibit D - 0.60 acre site, a proposed new Tree Preservation Easement

Property is 0.60 acres with 0.50 acres of tree canopy.



4/23/2019 9:24:58 AM

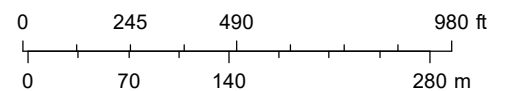
1:5,266

Survey Monument

- Section Corner
- 1/4 Corner
- QQ Corner
- City Ref
- Corner By GPS
- Destroyed

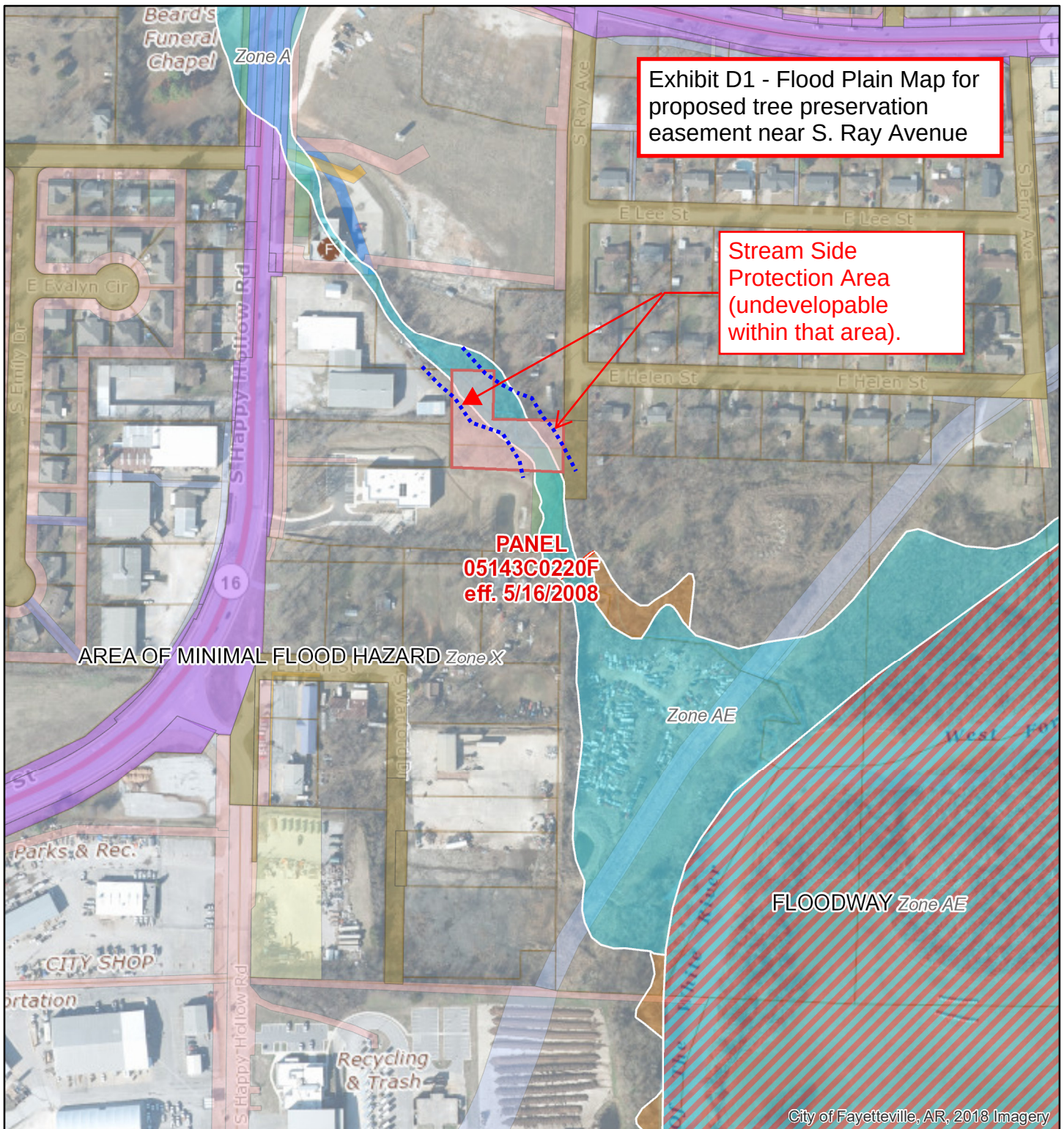
- Error
- GPS Point
- Ref
- General Utility Easement
- Access Easement
- Avigation Easement
- Drainage Easement

- Conservation Easement
- Landscape Easement
- Trail Easement
- Tree Preservation Area
- Water/Sewer Easement
- Other Easement



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Fayetteville, AR



6/5/2019 8:30:28 AM

FIRM Panels

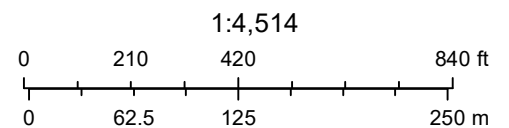
SFHA / Flood Zone Boundary

— Cross-Sections

Flood Hazard Boundaries

— Other Boundaries

— Limit Lines



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Exhibit E - Year 2000 Tree
Preservation Easement Area
prior to JD China
development.

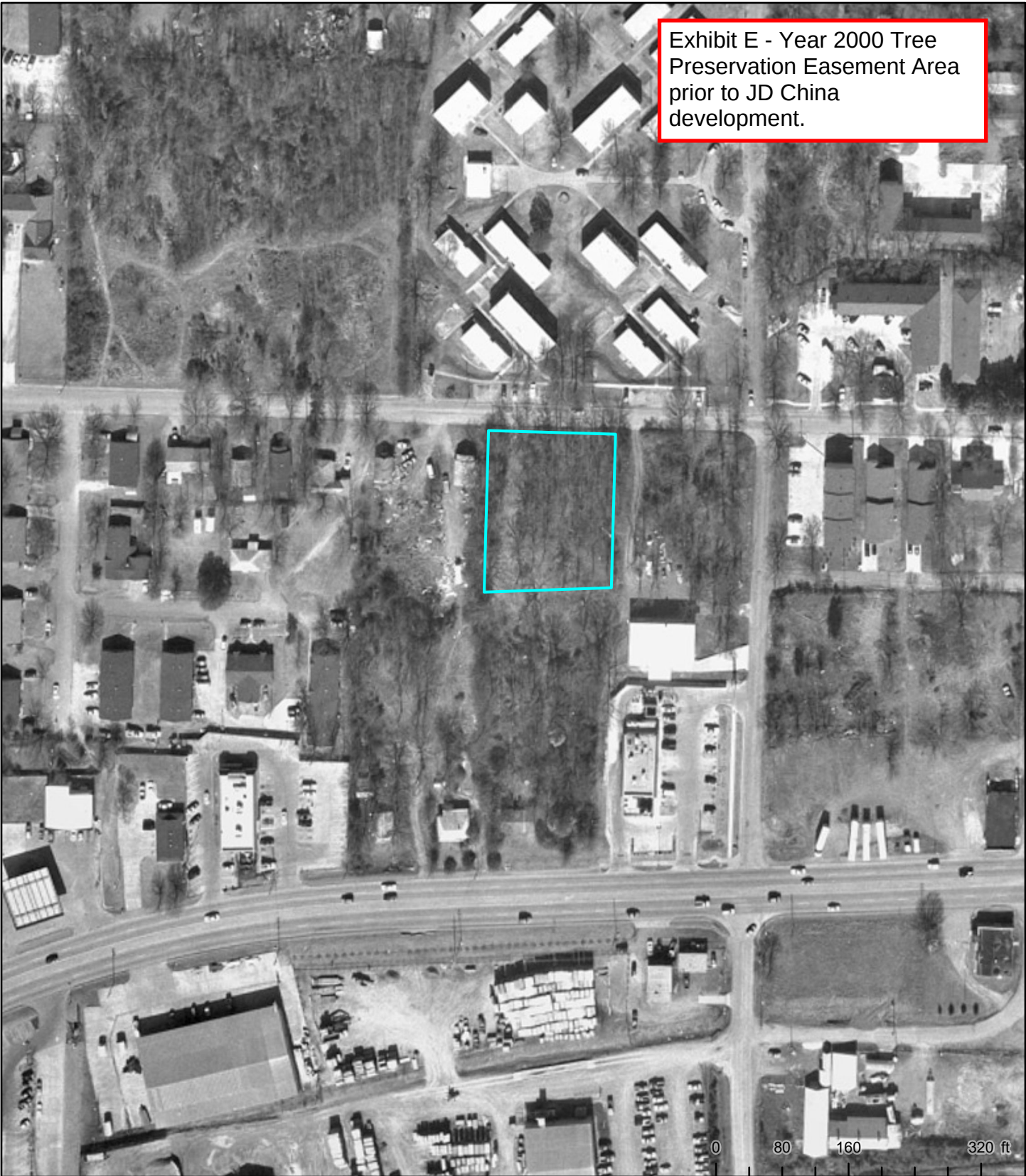


Exhibit
Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 12/8/2022
Credits: City of Fayetteville, AR, 2000 Imagery
Map Author:

Exhibit E1 - Year 2015 Tree Preservation Easement Area prior to Raising Cane's development.



Exhibit
Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 12/8/2022
Credits: City of Fayetteville, AR, 2015 Imagery | Pictometry International
Map Author:

Exhibit E2 - Year 2025 Tree Preservation Easement Area post Raising Cane's development and Lot Split.



Exhibit

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Create: 4/3/2025
Credits: City of Fayetteville, AR, 2025 Imagery | EagleView Technologies | Surdex Corporation
Map Author:

Received from: Willa Thomason
04/14/2025
12:55 PM



TO: Mayor Rawn and City Council

FROM: Urban Forestry Advisory Board

DATE: April 13, 2025

SUBJECT: **CITY COUNCIL MEMO 2025-431 AND VACATION-2025-0002: (EAST OF 1775 W. MITCHELL ST./MITCHELL STREET TOWNHOMES, 520)**

RECOMMENDATION:

The Urban Forestry Advisory Board (the "Board") advises that, if City Council approves **VAC-2025-002**, it conditions its approval with no fewer than the conditions recommended in **CITY COUNCIL MEMO 2025-431**. Further, the Board advises that the following additions, redlined below, are made to those conditions:

- Removal of all invasive species and trash from all three tree preservation easements **shall be implemented prior to the issuance of any certificates of occupancy for the new development on Parcel No. 765-07564-000**
- Planting of **28-56** mitigation within the proposed tree preservation easements, in addition to the mitigation trees that will be required with the development of the Mitchell St. parcel

BACKGROUND:

In **CITY COUNCIL MEMO 2025-431**, staff recommended conditional approval of **VAC-2025-002**. This memo thoroughly documents the background and discussion supporting staff's recommendation related to the request to vacate this tree preservation easement, not to be repeated here.

The Board reviewed this vacation request with the City's Urban Foresters in its April 2, 2025 meeting.

It is the Board's purpose and duty to advise City Council on urban forestry and arboriculture related issues as an integral part of the city's green infrastructure. This includes those issues related to the Unified Development Code Chapter 167, which governs Tree Preservation Easements.

The Board has historically advised City Council, collectively and individually by its members, through letters, memos, and public comment. Most recently, the Urban Forestry Advisory Board wrote a letter to City Council advising it to deny **VACATION-2024-0016**, Fayetteville School District's request to vacate a tree preservation easement at Fayetteville High School. This vacation request was ultimately approved, though with conditions that were strengthened after constructive debate that considered the concerns of the Board and other Fayetteville residents.

DISCUSSION:

City Council must consider the best interest of the City of Fayetteville when deciding whether to vacate and abolish a tree preservation easement. The Board recognizes this requires evaluating many factors and City priorities, including those that may conflict with preservation of the City's urban forest. It is the Board's responsibility to ensure City Council is fully advised on the importance of Fayetteville's urban forest in protecting the health, safety, and general welfare of the City of Fayetteville when making these types of decisions.

In the context of the City's plans and objectives, the Urban Forestry Advisory Board advocates for Fayetteville's urban forest first and foremost. This is not to minimize the many other factors, such as housing, employment, and mobility, that are vital to the welfare of the City. These should be advocated for, and they are, by the City's other boards, committees, and commissions.

The first principle of the City's Tree Preservation and Protection code of ordinances, UDC §167.01(B)(1), states, "Preservation shall be the first, best, and standard approach." The Board stands firmly behind this principle and, as such, approaches requests to vacate tree preservation easements with a default opposition. However, the Board understands the need for a mechanism to allow for the modification and abolition of tree preservation easements, as land use should be able to adapt as the City changes and grows. When City Council decides requests to vacate these easements, it should not take lightly the requirement that applicants prove that modification or abolition is in the best interest of the City of Fayetteville, as stated in UDC §167.04(L)(2).

The Boards advice regarding conditional approval of **VAC-2025-002** is primarily based on consideration of the below principal factors relevant to the City's objectives for its urban forest. The impact (positive or negative, if any) is evaluated for each factor, along with the Board's rationale for the impact and proposed mitigations that should City Council's approval.

FACTOR	IMPACT	DISCUSSION	MITIGATING CONDITIONS
Preservation of Existing Tree Canopy			
Net Easement Change	Positive (+)	The applicant proposes to vacate 0.14 acres of the existing easement. The two parcels proposed as new tree preservation easements total 0.8 acres, for a net increase of 0.66 acres in tree preservation easement.	The two proposed parcels are dedicated as new tree preservation easements. The remainder of the existing 0.38 acre tree preservation easement is not vacated.

FACTOR	IMPACT	DISCUSSION	MITIGATING CONDITIONS
Net Canopy Change	Negative (-)	While the proposal results in a net increase of 0.66 acres in tree preservation easement, neither of the two parcels proposed as new tree preservation easements have a development value comparable to that of the existing easement to be vacated. As such, there is not an incentive to remove the trees at the two proposed parcels; the trees at these sites are not under threat of removal. Therefore, maintenance of the status quo would most likely result in the preservation of existing tree canopy at all three sites (existing easement and proposed), whereas approval of the vacation request will result in removal of 0.14 acres of tree canopy.	56 mitigation trees are planted within the proposed tree preservation easements. Mitigation trees are planted with the development of the Mitchell St. parcel (portion of easement to be vacated).
Preservation of Significant Trees	None	Staff states no trees in the portion of the easement to be vacated meet the 18" DBH threshold for "significant trees"	None.
Preservation of Healthy Trees	Negative (-)	Staff states the trees in the portion of the easement to be vacated are healthy, mature deciduous trees. The 0.2 acre parcel that is proposed as a new tree preservation easement contains mature canopy, but trees within both proposed parcels are threatened by erosion.	Applicant consults, to the satisfaction of the Urban Forester, with Consultation with the Watershed Conservation Resource Center to mitigate riparian erosion on the proposed tree preservation easements.
Preservation of Beneficial Trees	Negative (-)	Staff states several species of mature trees are located in the portion of the easement to be vacated. The removal of these trees would be a loss of biodiversity, wildlife habitat, shade, and the many other benefits mature trees provide. The 0.2 acre parcel that is proposed as a new tree preservation easement contains mature canopy, but trees are threatened by invasive species.	Invasive species and trash are removed from all three sites before issuance of any certificates of occupancy for new development on the Mitchell St. parcel.
Interaction with Urban Forestry Management Plan			

FACTOR	IMPACT	DISCUSSION	MITIGATING CONDITIONS
Tree Equity Score	Negative (-)	The existing tree preservation easement is within a census block group with a Tree Equity Score of 71 and 22% tree canopy cover. This ranks 65th of Fayetteville's 68 block groups and is well below Fayetteville's composite Tree Equity Score of 87. Removal of trees from the portion of the easement works against Fayetteville's tree equity objectives, which consider the intersection of social, economic, and environmental considerations. Both proposed parcels are within census block groups with a Tree Equity Score of 82, though trees within these parcels are not under threat of removal.	None additional; see above.
Priority Planting Areas	Negative (-)	The existing easement is a high priority planting area based on its relatively low Tree Equity Score, low tree canopy, high average surface temperature, and high health risk index. Each of these indicators is linked to, and is improved by, the presence of trees, especially mature trees. The removal of mature trees from the portion of the easement to be vacated will be a setback to the City's planting priorities.	None additional; see above.
Interaction with Other City Plans & Objectives			
Land Use & Enduring Green Network	Positive (+)	The existing easement is contained within a "City Neighborhood" future land use designation, and the proposed townhomes align with the guidance for this designation, which encourages density. Per City Plan 2040, landscaping in this land use designation is urban in form, typically with street trees in sidewalk zones. The proposed tree preservation easements contribute to the preservation of the City's Enduring Green Network.	None additional; see above.
Housing Supply	Positive (+)	The purpose of the vacation request is to develop the portion of the easement to be vacated, and the townhomes proposed for the site will increase the City's housing supply.	None additional; see above.

In conclusion, the Urban Forestry Advisory Board strongly advises that City Council approve **VAC-2025-002** only if the conditions outlined in **CITY COUNCIL MEMO 2025-431** are adopted in their entirety, along with the additional conditions proposed by the Board for ensuring invasive species removal and trash removal before issuance of certificates of occupancy and increased mitigation plantings within the proposed easements. These added conditions are essential to adequately address the Board's concerns regarding tree canopy loss, preservation of healthy and beneficial trees, and the City's urban forestry management plan and equity objectives. The Board urges City Council to prioritize the long-term health and benefits of Fayetteville's urban forest in its final decision.



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jessica Masters, Development Review Manager
Jonathan Curth, Development Services Director

FROM: Donna Wonsower, Planner

SUBJECT: **REZONING-2025-0006: (91 S. DUNCAN AVE./ECOLOGICAL DESIGN GROUP, 522):**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject area is in central Fayetteville directly east of Harmon Field and 1,000 feet northeast of the Fayetteville High School building. The parcel has been developed with a two-family dwelling constructed in 1926 per the Washington County Assessor. Several parcels to both the north and south were rezoned to MSC, Main Street Center in 2024 (RZN-2024-0028). The parcel does not fall within any overlay districts or Master Plan areas

Request: The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center.

Public Comment: Staff has received one public comment opposed to the request, citing inappropriate behavior by the developers and required public notifications. Staff has also received two inquiries regarding the proposed development.

Land Use Compatibility: On the balance of considerations, staff finds the request to be compatible with the surrounding context. The greater neighborhood is undergoing rapid changes. While the surroundings generally remain mixed-density residential, the areas closest to campus have seen recent (or current) redevelopment toward larger, taller multifamily structures. As this parcel is located less than 400 feet from the University of Arkansas' main campus, staff finds it is within this area of rapid change and high intensity uses.

Harmon Field, a major sports venue for Fayetteville Schools, is located directly west of the parcel. The school recently completed a parking lot expansion with a new driveway access onto S. Duncan Ave. approximately 400 feet to the south. The Cardinal Apartments to the north and the Atmosphere Apartments to the northeast, both less than 400 feet from the subject area and both constructed within the last 11 years, are each 5 stories and include a parking garage. A full city block adjacent to the property to the east received development approval for a large mixed-use student housing complex called "The Verve" in early 2025. Other structures in direct proximity to the proposed rezoning area include a two- and three-family dwelling to the north and south, and a full city block along this side of Duncan was rezoned to Main Street Center in mid-2024.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

While rezoning from RMF-40 to MSC will remove the current density limitation of 40 units per acre, staff finds that the request is not likely to create development that is incompatible with the surroundings given that the other city requirements such as parking lot design standards and ratios, tree preservation, and drainage. The existing RMF-40 district would permit a maximum of 9 dwelling units on this parcel with a maximum building height of 5 stories, while the proposed MSC district has no density limitations with a maximum building height of 7 stories when located greater than 15 feet from the right-of-way. While a Bill of Assurance was not provided with this rezoning, staff finds incompatible uses are unlikely to be an issue given the small size of this property and the Bill of Assurance which is in place for the parcels to both north and south which limits Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production.

Staff finds that, while the existing building is 99 years old, it is not listed in either the Federal or Arkansas Register of Historic Places, nor located within a city historic district. As such, the city has limited ability to preserve this structure regardless of whether a rezoning is ultimately approved. Staff also finds that rezoning to a mixed-use district would create the possibility of compatible development and that additional commercial uses could also serve the high density of existing residents within the immediate proximity as well as students and faculty of the adjacent high school and University campus.

Land Use Plan Analysis: On the balance of considerations, staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. Given the walkable location of the request and potential for mixed-use development, staff finds the request to be consistent with the following City Plan 2040 Goals: Goal 1: We will make appropriate infill and revitalization our highest priority; Goal 2: We will discourage suburban sprawl; Goal 3: We will make compact, complete, and connected development the standard; Goal 4: We will grow a livable transportation network.

Staff finds the rezoning both positively and negatively contributes to Goal 6: We will create opportunities for affordable housing. The Fayetteville Housing Assessment completed by City staff in October 2023 discusses the preservation of affordable housing and notes that “new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures.” While staff acknowledges that any redevelopment of the subject area and associated demolitions could remove naturally occurring affordable housing units within the subject area, staff also acknowledges that the property owners are legally able to redevelop the subject area with greater density by right under the existing Residential Multifamily, 40 Units per Acre (RMF-40) zoning district and that any redevelopment which includes only uses permitted by right is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and development standards are met. Further, cities in Arkansas are prohibited from enacting rent control ordinances per Arkansas Statute.

The area is designated as a City Neighborhood Area, which recommends that commercial uses have a residential component and vary in size, variety and intensity. The subject area is directly east of the Fayetteville High School campus and approximately 400 feet southeast of the University of Arkansas campus, which is designated as a special district by the 2040 growth map and described as “portions of the city that are historically or currently intended for more intensive commerce.” The closest Tier Centers are located just over half a mile east at the historic downtown square (Tier 1) and approximately half a mile southeast at the intersection of W. Martin Luther King Jr. Blvd. and S. Nelson Hackett Blvd (Tier 3).

The infill score for this parcel is very high, indicating the property could likely support a wide range of uses and additional density, particularly given the proximity of both the Fayetteville High School and the University of Arkansas campus. Staff also finds that allowing additional residential uses close to major traffic drivers and adjacent to both ORT and Razorback transit stops could allow residents to use alternative transportation options such as walking, biking, or utilizing transit to these institutions, helping to mitigate or reduce potential

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

traffic impacts. Given that denying the rezoning request would not necessarily prevent redevelopment of the property, staff finds that approval of the rezoning to MSC may lead to results that are more compatible with city goals than could be met under the existing zoning by allowing a greater number of additional residential units to be constructed while providing potential for a mix of commercial and residential uses.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a range of **11-12** for this site. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" Sewer Main, S. Duncan Ave.)
- Near Water Main (6" Water Main, S. Duncan Ave.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (Lower Ramble)
- Near Paved Trail (Oakridge Trail, Razorback Greenway)
- Near ORT Bus Stop (Hill & Treadwell)
- Near Razorback Transit Bus Stop (S. Hill Ave)
- Appropriate Future Land Use
- Sufficient Intersection Density

DISCUSSION:

At the March 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner Cabe seconded. Commissioner Werner stated that, while he was in favor of preserving the existing affordable housing in the area, the denial of the proposed rezoning would not guarantee any preservation. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Staff Report (#6)



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-397

REZONING-2025-0006: (91 S. DUNCAN AVE./ECOLOGICAL DESIGN GROUP, 522):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-06 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 91 SOUTH DUNCAN AVENUE IN WARD 2 FROM RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE TO MSC, MAIN STREET CENTER

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-397

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0006: Rezoning (91 S. DUNCAN AVE./ECOLOGICAL DESIGN GROUP, 522): Submitted by MODUS STUDIO for property located at 91 S. DUNCAN AVE in WARD 2. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 0.23 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

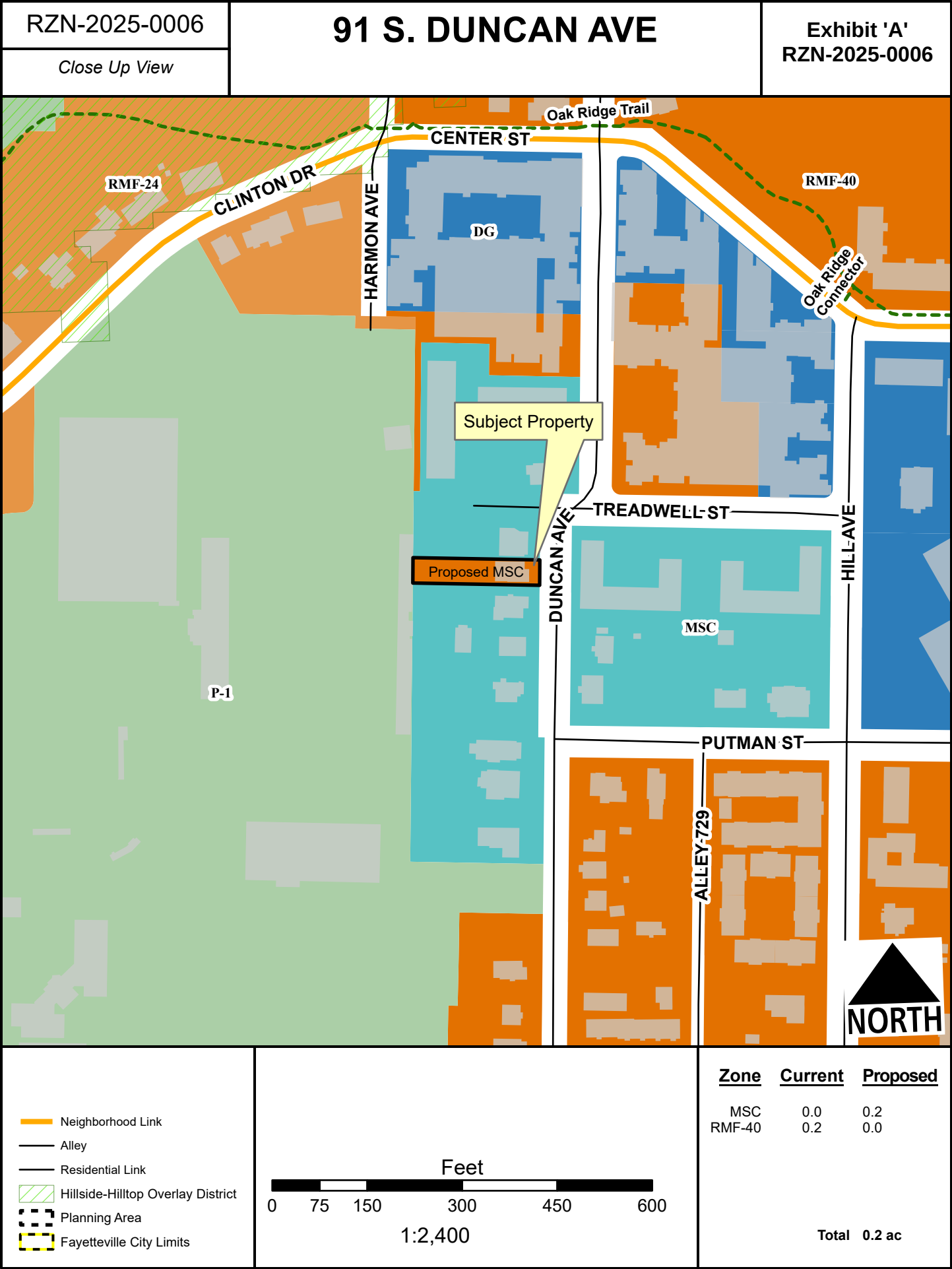


Exhibit 'B'
RZN-2025-0006

THE NORTH FORTY (40) FEET OF LOT NUMBERED TWO (2) IN BLOCK NUMBERED SIX (6) OF I.W. DUNCAN'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF SAID ADDITION ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIA RECORDER OF WASHINGTON COUNTY, ARKANSAS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: March 24, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0006: Rezoning (91 S. DUNCAN AVE./ECOLOGICAL DESIGN GROUP, 522):** Submitted by MODUS STUDIO for property located at 91 S. DUNCAN AVE. The property is zoned RMF-40, RESIDENTIAL MULTIFAMILY, 40 UNITS PER ACRE and contains approximately 0.23 acres. The request is to rezone the property to MSC, MAIN STREET CENTER.

RECOMMENDATION:

Staff recommends **RZN-2025-0006** be forwarded to the City Council with a recommendation for approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0006** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject area is in central Fayetteville directly east of Harmon Field and 1,000 feet northeast of the Fayetteville High School building. The parcel has been developed with a two-family dwelling constructed in 1926 per the Washington County Assessor. Several parcels to both the north and south were rezoned to MSC, Main Street Center in 2024 (RZN-2024-0028). The parcel does not fall within any overlay districts or Master Plan areas. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Two-Family Dwelling	MSC, Main Street Center
South	Three-Family Dwelling	MSC, Main Street Center
East	Mixed-Density Residential	MSC, Main Street Center
West	Harmon Field	P-1, Institutional

Request: The request is to rezone the property from RMF-40, Residential Multifamily, 40 Units per Acre to MSC, Main Street Center.

Public Comment: Staff has received one public comment opposed to the request, citing inappropriate behavior by the developers and required public notifications. Staff has also received two inquiries regarding the proposed development.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along S. Duncan Ave., a partially improved residential link street with asphalt paving and curb and gutter. Any street or drainage improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject area. There is an existing 6-inch water main along the west side of S. Duncan Ave. As applicable, staff will recommend future projects in this area to upgrade this main to a twelve-inch water line to establish the ½-mile twelve-inch water line grid recommended in the 2017 Water Master Plan.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present along S. Duncan Ave.

This area is rapidly changing with multiple dense residential developments that have been approved. The adjacent Verve housing project is expected to substantially utilize the available capacity downstream of the subject property. As a result, staff has requested the applicant consult with RJN on the front-end of any potential projects in order to allow RJN to update the city-wide sewer capacity model with any proposed developments and determine if off-site sewer capacity issues are created.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.6 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain, the Hillside-Hilltop Overlay District or includes a protected stream. Additionally, no hydric soils are present.

Tree Preservation:

The proposed zoning district of MSC, Main Street Center requires **10% minimum canopy preservation**. The current zoning district of RMF-40, Residential Multifamily, 40 Units per Acre requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhoods are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family.

Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of 11-12 for this site, with a weighted score of 17. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (8" Sewer Main, S. Duncan Ave.)
- Near Water Main (6" Water Main, S. Duncan Ave.)
- Near Grocery Store (Walmart Neighborhood Market)
- Near Public School (Fayetteville High School)
- Near U of A Campus
- Near City Park (Lower Ramble)
- Near Paved Trail (Oakridge Trail, Razorback Greenway)
- Near ORT Bus Stop (Hill & Treadwell)
- Near Razorback Transit Bus Stop (S. Hill Ave)
- Appropriate Future Land Use
- Sufficient Intersection Density

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:** On the balance of considerations, staff finds the request to be compatible with the surrounding context. The greater neighborhood is undergoing rapid changes. While the surroundings generally remain mixed-density residential, the areas closest to campus have seen recent (or current) redevelopment toward larger, taller multifamily structures. As this parcel is located less than 400 feet from the University of Arkansas' main campus, staff finds it is within this area of rapid change and high intensity uses.*

Harmon Field, a major sports venue for Fayetteville Schools, is located directly west of the parcel. The school recently completed a parking lot expansion with a new driveway access onto S. Duncan Ave. approximately 400 feet to the south. The Cardinal Apartments to the north and the Atmosphere Apartments to the northeast, both less than 400 feet from the subject area and both constructed within the last 11 years, are each 5 stories and include a parking garage. A full city block adjacent to the property to the east received development approval for a large mixed-use student housing complex called "The Verve" in early 2025. Other structures in direct proximity to the proposed rezoning area include a two- and three-family dwelling to the north and south, and a full city block along this side of Duncan was rezoned to Main Street Center in mid-2024.

While rezoning from RMF-40 to MSC will remove the current density limitation of 40 units per acre, staff finds that the request is not likely to create development that is incompatible with the surroundings given that the other city requirements such as parking lot design standards and ratios, tree preservation, and drainage. The existing RMF-40 district would permit a maximum of 9 dwelling units on this parcel with a maximum building height of 5 stories, while the proposed MSC district has no density limitations with a maximum building height of 7 stories when located greater than 15 feet from the right-of-way. While a Bill of Assurance was not provided with this rezoning, staff finds incompatible uses are unlikely to be an issue given the small size of this property and the Bill of Assurance which is in place for the parcels to both north and south which limits Use Unit 17: Transportation Trades and Services, Use Unit 34: Liquor Stores, and Use Unit 45: Small Scale Production.

Staff finds that, while the existing building is 99 years old, it is not listed in either the Federal or Arkansas Register of Historic Places, nor located within a city historic district. As such, the city has limited ability to preserve this structure regardless of whether a rezoning is ultimately approved. Staff also finds that rezoning to a mixed-use district would create the possibility of compatible development and that additional commercial uses could also serve the high density of existing residents within the immediate proximity as well as students and faculty of the adjacent high school and University campus.

Land Use Plan Analysis: On the balance of considerations, staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. Given the walkable location of the request and potential for mixed-use development, staff finds the request to be consistent with the following City Plan 2040 Goals: Goal 1: We will make appropriate infill and revitalization our highest priority; Goal 2: We will discourage suburban sprawl; Goal 3: We will make compact, complete, and connected development the standard; Goal 4: We will grow a livable transportation network.

Staff finds the rezoning both positively and negatively contributes to Goal 6: We will create opportunities for affordable housing. The Fayetteville Housing Assessment completed by City staff in October 2023 discusses the preservation of affordable housing and notes that “new supply should be carefully balanced with preserving existing affordable housing – housing that can be in prime areas for redevelopment due to growing land values compared to the declining value of aging structures.” While staff acknowledges that any redevelopment of the subject area and associated demolitions could remove naturally occurring affordable housing units within the subject area, staff also acknowledges that the property owners are legally able to redevelop the subject area with greater density by right under the existing Residential Multifamily, 40 Units per Acre (RMF-40) zoning district and that any redevelopment which includes only uses permitted by right is not subject to discretionary approval by either the Planning Commission or City Council provided that all applicable city ordinances and

development standards are met. Further, cities in Arkansas are prohibited from enacting rent control ordinances per Arkansas Statute.

The area is designated as a City Neighborhood Area, which recommends that commercial uses would have a residential component and vary in size, variety and intensity. The subject area is directly east of the Fayetteville High School campus and approximately 400 feet southeast of the University of Arkansas campus, which is designated as a special district by the 2040 growth map and described as “portions of the city that are historically or currently intended for more intensive commerce.” The closest Tier Centers are located just over half a mile east at the historic downtown square (Tier 1) and approximately half a mile southeast at the intersection of W. Martin Luther King Jr. Blvd. and S. Nelson Hackett Blvd (Tier 3).

The infill score for this parcel is very high, with a weighted score of 17, indicating the property could likely support a wide range of uses and additional density, particularly given the close proximity of both the Fayetteville High School and University of Arkansas campus. Staff also finds that allowing additional residential in close proximity to major traffic drivers and within close proximity to both ORT and Razorback transit stops could allow for residents to use alternative transportation options such as walking, biking, or utilizing transit to these institutions, helping to mitigate or reduce potential traffic impacts. Given that denying the rezoning request would not necessarily prevent redevelopment of the property, staff finds that approval of the rezoning to MSC may lead to results that are more compatible with city goals than could be met under the existing zoning by allowing a greater number of additional residential units to be constructed while providing potential for a mix of commercial and residential uses.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: On the balance, staff finds the proposed zoning is justified and necessary at this time. While any redevelopment of these parcels could negatively impact existing affordable housing stock, staff notes that the property owners could legally redevelop the parcels with new multifamily dwellings by right under the existing zoning district. The proposed zoning of MSC could permit a mixed-use development with higher density allowances in an area with a weighted infill score of 17 where only residential uses are currently permitted by right under RMF-40.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from RMF-40 to MSC has the potential to increase traffic at this location when considering that MSC would allow for more dense development than the existing zoning which has a stated density limitation. However, staff finds this impact is likely to be minimal due to the small size of the property and proximity to transit, services, the University of Arkansas, and the Fayetteville High School campus. Any necessary street improvements and potential traffic impacts would be determined at the time

of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, the property is in close proximity to public streets and existing water and sewer mains. Any necessary upgrades or improvements to existing infrastructure would be determined at the time of development. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0006 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: WERNER	"I move to forward RZN-2025-0006 to the City Council with a recommendation of approval."				
Second: CABE					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre
 - §161.27 Main Street/Center
- Applicant Request Letter
- Staff Exhibits
 - Fayetteville Housing Assessment Excerpts
 - Traffic Accidents Exhibits
 - Long-Range Planning Memo
- Public Comments
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.17 District RMF-40, Residential Multi-Family - Forty (40) Units Per Acre

(A) *Purpose.* The RMF-40 Multi-family Residential District is designated to protect existing high density multi-family development and to encourage additional development of this type where it is desirable.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by CUP
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupation
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Forty (40) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a Manufactured home park	50 feet
Single-family	30 feet
Two (2) family	30 feet
Three (3) family or more	70 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a mobile home park	4,200 square feet
Townhouses: Individual lot	2,000 square feet
Single-family	2,500 square feet
Two (2) family	3,000 square feet
Three (3) family or more	7,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
Fraternity of Sorority	500 square feet per resident

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building Height Maximum	2 stories/3 stories/5 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories, between 10—20 feet from the master street plan right-of-way a maximum height of three (3) stories and buildings or portions of the building set back greater than 20 feet from the master street plan right-of-way shall have a maximum height of 5 stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Minimum Buildable Street Frontage. 50% of the lot width.

(Code 1965, App. A., Art. 5(IV); Ord. No. 2320, 4-5-77; Ord. No. 2700, 2-2-81; Ord. No. 1747, 6-29-70; Code 1991, §160.034; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6658 , §7(Exh. F), 5-2-23)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.27 Main Street/Center

(A) *Purpose.* A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor stores
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
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(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 75% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 0 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or a portion of a building that is located greater than 15 feet from the master street plan right-of-way line shall have a maximum height of seven (7) stories.

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5042, 8-07-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6710 , §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

March 5, 2025

City of Fayetteville

Planning Commission
125 W. Mountain Street
Fayetteville, AR 72701
479.535.8233

EDG #: 25-014
PROJECT NAME: Duncan Ave Student Housing, Fayetteville, AR 72701
DEVELOPER: City of Fayetteville

Rezoning Narrative

91 S Duncan is a single parcel (765-04811-000) currently zoned RMF-40 and is being submitted for rezoning to Main Street Center (MSC). The property is bordered on the north, south, and east sides by properties zoned Main Street Center (MSC) and the Fayetteville High School zoned P-1. Given that this rezoning request is the same as the adjacent zonings, this rezoning request will not adversely affect or conflict with surrounding land uses. This parcel is intended to be combined with those surrounding it to create one large lot to support a student housing development. We ask that the Planning Commission grant this rezoning to bring much needed multifamily housing to Fayetteville.

Sincerely,



Katelynn Hopkins, EIT
Ecological Design Group | 479.441.0231 | khopkins@ecologicaldg.com



TO: Donna Wonsower, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: March 24, 2025

SUBJECT: **Long Range Planning Comments Regarding Historic Structures for RZN-2025-0006**

The proposed rezoning of the property at 91 S. Duncan has the potential to adversely impact a historic property via the future demolition of an identified historic structure, which is approximately 100 years old. Rezoning often precede projects that involve substantial demolition and redevelopment of sites. Although the City does not have a demolition review ordinance in place currently, it is important to review and acknowledge the proposal's impact on historic properties as part of the City Plan 2040 objectives that may be considered with the zoning request:

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)

The City's Heritage & Historic Preservation Plan adopted in July 2023 was initiated by City Plan 2040 and has three action items which support a closer look at the proposed rezoning:

Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Recommendation (Advisory Only):

Property owner should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures so that staff can capture photo documentation. Staff is recommending documentation of properties prior to demolition only and is not making a recommendation on the proposed rezoning.

Documentation to create an archive of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

Documentation of Identified Historic Structures:

Long Range Planning staff have submitted a grant funding request to the Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits. Current survey information is incomplete and may include inaccurate estimated construction dates for historic structures. Some historic homes, for example, are older than they initially appear due to exterior changes that mask original design features and building forms. Maps and other public records can serve as resources to improve accuracy in identifying historic structures, particularly those over a century in age.

List of Impacted Historic Properties:

Address	Photo	Description
91 S. Duncan		Vernacular home with Craftsman details. The Washington County Assessor's office lists the building as constructed ca. 1926, and it is visible in an aerial photo from 1926. The home is at least 99 years old, but likely older and originally built in a simpler form with Craftsman details added in the 1920s when they became popular.

Policy Options for the Future

This assessment does not propose that the solution to housing affordability is to rezone the entirety of Fayetteville to RMF-24 zoning. Similarly, zoning is not the only solution to high and growing housing costs. Policy choices can, however, focus on adding housing density in strategic places to take advantage of existing infrastructure in high intensity areas that don't currently allow for housing. When combined with existing services, infrastructure, and amenities, these housing units can provide a number of benefits, including reducing vehicle trips. Fayetteville's City Plan 2040, the comprehensive plan adopted in 2020, includes several options for additional housing density in core areas that are already high intensity and offer close access to services.

Staff in the City of Fayetteville's Long Range Planning and Sustainability divisions worked with University of Arkansas graduate students in the Master of Public Administration program in the spring semester of 2023 to analyze three scenarios for single-family housing. The students produced a report at the end of the semester that aimed to identify the most effective zoning policy to increase single family residential density in Fayetteville. The three scenarios explored were a baseline analysis of maintaining the zoning status quo; rezoning all residential single-family zones to the RSF-8 zoning district; and allowing duplex, triplex, and fourplex construction by right in all current single-family zoning districts. Based on their analysis, the students recommended the third option, writing, "Increased housing diversity has the greatest net social benefit for Fayetteville. In addition to having the greatest potential for increased housing supply, this policy is the most efficient and equitable. Overall, creating the option for multifamily unit construction by right provides the strongest policy for Fayetteville's future growth." Although the report focused on single-family zoning, the lessons learned and the main point — that creating the option for multi-unit housing by right is the strongest policy for Fayetteville's future growth — align with the planning work and master plan documents/corridor planning that Fayetteville has been engaged in for the last several years.

Prior to the onset of the COVID-19 pandemic the City of Fayetteville was engaged in writing and implementing two key plans that set a priority for both housing and a high-quality urban environment. City Plan 2040 was adopted only months prior to the pandemic-related closure of city offices and the quick adjustment to online meetings and engagement. Several plan implementation steps were paused for about two years while community health and safety were prioritized, and the city is now moving forward again to engage with the community to address the challenges that arose just prior to and during the pandemic that are the impetus to bring the implementation actions from these adopted plans back into the spotlight.

Long Range Plan Implementation

Fayetteville's City Plan 2040 was written to support the city's six goals:

1. **We Will Make Appropriate Infill and Revitalization Our Highest Priority.**
2. **We Will Discourage Suburban Sprawl.**
3. **We Will Make Compact, Complete, and Connected Development the Standard.**
4. **We Will Grow A Livable Transportation Network.**
5. **We Will Assemble An Enduring Green Network.**
6. **We Will Create Opportunities for Attainable Housing.**

All six goals have short-term, long-term, and ongoing "benchmarks," or action items to implement the adopted plan. Page 47 of the plan lists the short-term benchmarks, or action items meant to be accomplished between 2019 and 2025. Although plan implementation has been somewhat delayed by the COVID-19 pandemic, 8 of the 25 short-term benchmarks are not yet underway but are directly related to the city's role in responding to population growth and increasing housing supply, and that the Fayetteville City Council could consider prioritizing (City Plan 2040 associated goals and current status listed in parentheses):

- Develop internal processes to align funding, development and planning of city infrastructure with the goals of City Plan 2040. (Goal 1 & 2; ongoing with streamlined permitting and new software)

- Identify existing properties that are vacant or prime for redevelopment and initiate form-based rezoning discussions with property owners. (Goal 1, 2, & 3; ready to begin with 71B rezoning)
- Evaluate development thresholds based on quantitative metrics such as building form, not building type, and the encouragement of missing middle housing. (Goal 1, 2, 3, and 6; ongoing)
- Evaluate conditional use permit vs. use-by-right for appropriate infill. (Goal 1; ongoing)
- Identify gaps in affordability throughout the city and set numerical targets for housing that is affordable to a variety of households, including workforce, supportive, low income, families with children, and senior housing. (Goal 1, 3, 4, & 6; initiated with this analysis)
- Promote long-term affordability by targeting the use of public funds for the lowest income households, including those who are homeless, at risk of homelessness, or who have other special needs. (Goal 6; ongoing with federal HOME and American Rescue Plan Act funds)
- Examine potential regulatory barriers and policies that impede the provision of household affordability, including: infrastructure costs, the costs and benefits of development ordinances on housing development, and how the City's fees and requirements impact the cost of living for households in Fayetteville. (Goal 1 & 6; development fee study underway)
- Identify opportunities for the creation of affordable housing on publicly-owned land and develop partnerships with developers to provide flexible, affordable work space and housing. (Goal 6; initial discussions and review of potential projects underway)

Long-term benchmarks (more than five years from plan adoption) that are directly related to housing but not yet underway are:

- Evaluate the development and implementation of a tiered impact fee system. (Goals 1 & 2; not yet begun)
- Evaluate existing street design speed, operating speed and posted speed limits, to ensure that each is appropriate based on the roadway design and context of the surrounding environment. (Goal 4; ongoing with speed limit review and traffic calming procedures in residential neighborhoods)
- Create a complete neighborhood or street corridor plan every other year utilizing a charrette process and analyze water and sewer capacity to identify opportunities or limitations for development. (Goal 1, 4, & 6; not yet begun)

Ongoing benchmarks should also be highlighted here given the pause in plan implementation, as some may need to be prioritized for action:

- Support rezoning proposals that result in increased density around logical future transit stops, rail corridors and major transportation corridors. Recommendations should generally align with the Growth Concept Map. (Goal 4)
- Support development and redevelopment opportunities along the existing rail line. (Goal 4)
- Support and implement the goals, strategies and actions of the transformational 71B Corridor plan. (Goal 1, 2, & 4)
- Implement and utilize the Growth Concept Map to strategically incentivize the development of Tier-1, Tier-2, and Tier-3 commercial and mixed-use nodes along major corridors and as neighborhood centers. (Goal 1, 2, 3, 4, 5, & 6)
- Support the creation of a "real-time" database of available affordable housing units, services, resources, and incentives to strengthen the process of connecting qualified buyers and renters with affordable housing to comprehensively lower monthly household expenses. (Goal 6)
- Promote long-term affordability by developing new goals, targets, and strategies to promote the distribution of affordable housing in all parts of the city, including incentives for affordable housing in new developments and for the preservation of existing rental units. (Goal 6)

The remaining benchmarks do not have to be approached separately, but could instead be pulled together in a complete approach to developing housing solutions, particularly in areas of the city that have been identified as best able to support dense housing along major corridors and in places that support a mix of

housing and commercial development, such as Fayetteville's downtown area. As an example of the potential for a cohesive approach to plan implementation, three of the items listed in the ongoing benchmarks are closely tied together and could be approached as a single project. Supporting zoning proposals around major transportation corridors, supporting and implementing the goals, strategies and actions of the 71B Corridor Plan, and implementing and utilizing the Growth Concept Map on pages 13–16 of the plan document could all come together with a city-initiated project to rezone property along the 71B corridor (College Avenue, Nelson Hackett Boulevard, and South School Avenue) to allow for housing on properties that have extensive existing infrastructure, are located along a major transportation corridor that is already scheduled for additional investment to support development and alternative transportation, and that have limited proximity to existing residential neighborhoods. Additionally, there are multiple tier centers along this route that could be incorporated as part of the implementation of the growth concept map, furthering plan implementation in the same project.

Preserve Existing Affordable Housing

Table 3 on page 20 of this assessment showed current average monthly rents for new apartments, with average rent for a two bedroom apartment just over \$1,400 per month. Table 4 on the same page showed that affordable housing costs for the median household income in Fayetteville should not exceed \$1,325 per month, which includes utilities and insurance costs. Current rents for newly constructed housing units are above affordable costs for at least half of Fayetteville households, and building new housing units does not provide a successful solution if the new units are at the cost of losing existing affordable housing.

In 2019 the City of San Antonio, Texas, engaged the firm PlaceEconomics to assess the risks to older and existing affordable housing stock as the city experienced rapid population growth and redevelopment. The results of this assessment, published as the report *Opportunity at Risk*,¹³ were a caution against the assumption that newly constructed housing is the best way to achieve affordable housing goals. Some of the context of the 2019 report presented in the Executive Summary would be familiar to Fayetteville today:

- One in three San Antonio households is spending more than 30 percent of their income on housing and nearly half of all renters meet this “cost burdened” threshold.
- Over the last decade, while median household income increased 1.9% per year, housing prices increased at 4.7% per year.
- While San Antonio is experiencing greater than national average growth in jobs and housing, most of the new homes are large and expensive, and much of the job growth is in lower wage jobs.
- The existing pre-1960 housing stock is providing largely unsubsidized and unprotected affordable housing.
- Single family, renter-occupied structures in fair and poor condition are the most at-risk of demolition.

The main takeaway of the report is clear and succinct: “A city cannot build itself out of a housing crisis — the retention of existing housing stock is critical.” Additionally, the report claimed three demonstrable premises:

1. One cannot build new and rent or sell cheap without subsidy.
2. Almost by definition when a unit of older housing is razed, a unit of affordable housing is lost forever.
3. Existing affordable housing programs — as useful and successful as they may be — must be realigned to address older housing stock.

The conclusion provided a caution to other rapidly growing cities facing housing affordability challenges:

¹³ Report available at sanantonio.gov/Portals/0/Files/HistoricPreservation/CurrentProjects/AffordableHousing/OpportunityAtRisk-Report.pdf

“Until the City of San Antonio can put new programs and policies into place, to reach the goal that the “average San Antonio family can afford to buy a home,” the data illustrates that San Antonio is systematically razing housing that is affordable and building housing that is not.” As Fayetteville looks to add housing units to supply, it is worth noting that new supply should be carefully balanced with preserving existing affordable housing — housing that can be in areas prime for redevelopment due to growing land values compared to declining value of aging structures.

Programs that provide assistance to low income households to help residents stay in their homes are a key part of preserving existing affordable housing. The City of Fayetteville’s Community Resources Department completed home repair and rehabilitation projects for eighteen housing units and thirty-two residents in 2022 with funding from federal Community Development Block Grants (CDBG). The CDBG Program supports community development activities to build stronger and more resilient communities. To support community development, activities are identified through an ongoing process. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, public services, clearance/acquisition, microenterprise assistance, code enforcement, homeowner assistance, etc.¹⁴ The 2022 housing program projects in Fayetteville included roof repair, replacement and installation of heating and cooling equipment, repairs of holes in floors, new plumbing fixtures, new flooring, new windows, and plumbing repairs.

As of this assessment in 2023, the Community Resources Department has supported thirteen projects and eighteen residents with repair work that has included drywall repair, new roofs, new windows, new plumbing fixtures, basement remediation, and new plumbing fixtures. Total project costs for 2023 currently total \$118,365 with an average project cost of \$9,105. Participation in the CDBG program and accessing federal home repair funds will continue to be an important tool for preserving affordable housing for residents and keeping families in their homes.

¹⁴ hudexchange.info/programs/cdbg/

STAFF EXHIBIT: ENERGY ACTION PLAN EXCERPTS
STAFF EXHIBIT: TRAFFIC ACCIDENTS





TO: Donna Wonsower, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: March 24, 2025

SUBJECT: **Long Range Planning Comments Regarding Historic Structures for RZN-2025-0006**

The proposed rezoning of the property at 91 S. Duncan has the potential to adversely impact a historic property via the future demolition of an identified historic structure, which is approximately 100 years old. Rezoning often precede projects that involve substantial demolition and redevelopment of sites. Although the City does not have a demolition review ordinance in place currently, it is important to review and acknowledge the proposal's impact on historic properties as part of the City Plan 2040 objectives that may be considered with the zoning request:

- 3.1.6 – Encourage historic preservation and adaptive reuse of buildings (p.24)
- 3.1.7 – Encourage protection of community character in established neighborhoods (p.25)

The City's Heritage & Historic Preservation Plan adopted in July 2023 was initiated by City Plan 2040 and has three action items which support a closer look at the proposed rezoning:

Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.
4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Recommendation (Advisory Only):

Property owner should consult with Long Range & Preservation Planner prior to demolition or alteration of historic structures so that staff can capture photo documentation. Staff is recommending documentation of properties prior to demolition only and is not making a recommendation on the proposed rezoning.

Documentation to create an archive of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

Documentation of Identified Historic Structures:

Long Range Planning staff have submitted a grant funding request to the Arkansas Historic Preservation Program to support a survey of historic structures within the Fayetteville city limits. Current survey information is incomplete and may include inaccurate estimated construction dates for historic structures. Some historic homes, for example, are older than they initially appear due to exterior changes that mask original design features and building forms. Maps and other public records can serve as resources to improve accuracy in identifying historic structures, particularly those over a century in age.

List of Impacted Historic Properties:

Address	Photo	Description
91 S. Duncan		Vernacular home with Craftsman details. The Washington County Assessor's office lists the building as constructed ca. 1926, and it is visible in an aerial photo from 1926. The home is at least 99 years old, but likely older and originally built in a simpler form with Craftsman details added in the 1920s when they became popular.

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, February 25, 2025 11:15 AM
To: Wonsower, Donna
Subject: FW: RZN-2025-0006

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267



From: Kathryn Cook <kat.a.cook3@gmail.com>
Sent: Monday, February 24, 2025 5:44 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Cc: Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Subject: Re: RZN-2025-0006

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I'm sorry, I made a mistake. I was reading the Tech Plat agenda and not the Planning agenda. You can disregard my previous email. Again, my apologies.

Kathryn Cook

On Mon, Feb 24, 2025, 12:55 PM Kathryn Cook <kat.a.cook3@gmail.com> wrote:

Good afternoon,

There were never any mailers sent about this housing rezone. It's not even listed in the citizen portal that they were sent and according to the new ordinance, neighbors are supposed to be informed. There was never a sign posted either - both of these can be seen on the portal. In fact, our neighborhood hasn't received mail since the snow.

I'm also curious how the owners said they'd absolutely never sell because this house has been in the family for generations and they even just re-roofed.

I would like to be *very* clear. Smith and Driver have a habit of continuing to show up to people's houses until they get what they want. Last time when they had the neighbors sign the paper for rezone, they

illegally showed up at their houses the night before telling them they had to sign. I say illegally because they were told multiple times to go through lawyers. They have continued to harass and lie to people in this neighborhood. They continue to put pressure and lie to my elderly neighbor, even forcing him to break a contract with another neighbor (that would get him sued if the neighbor wanted).

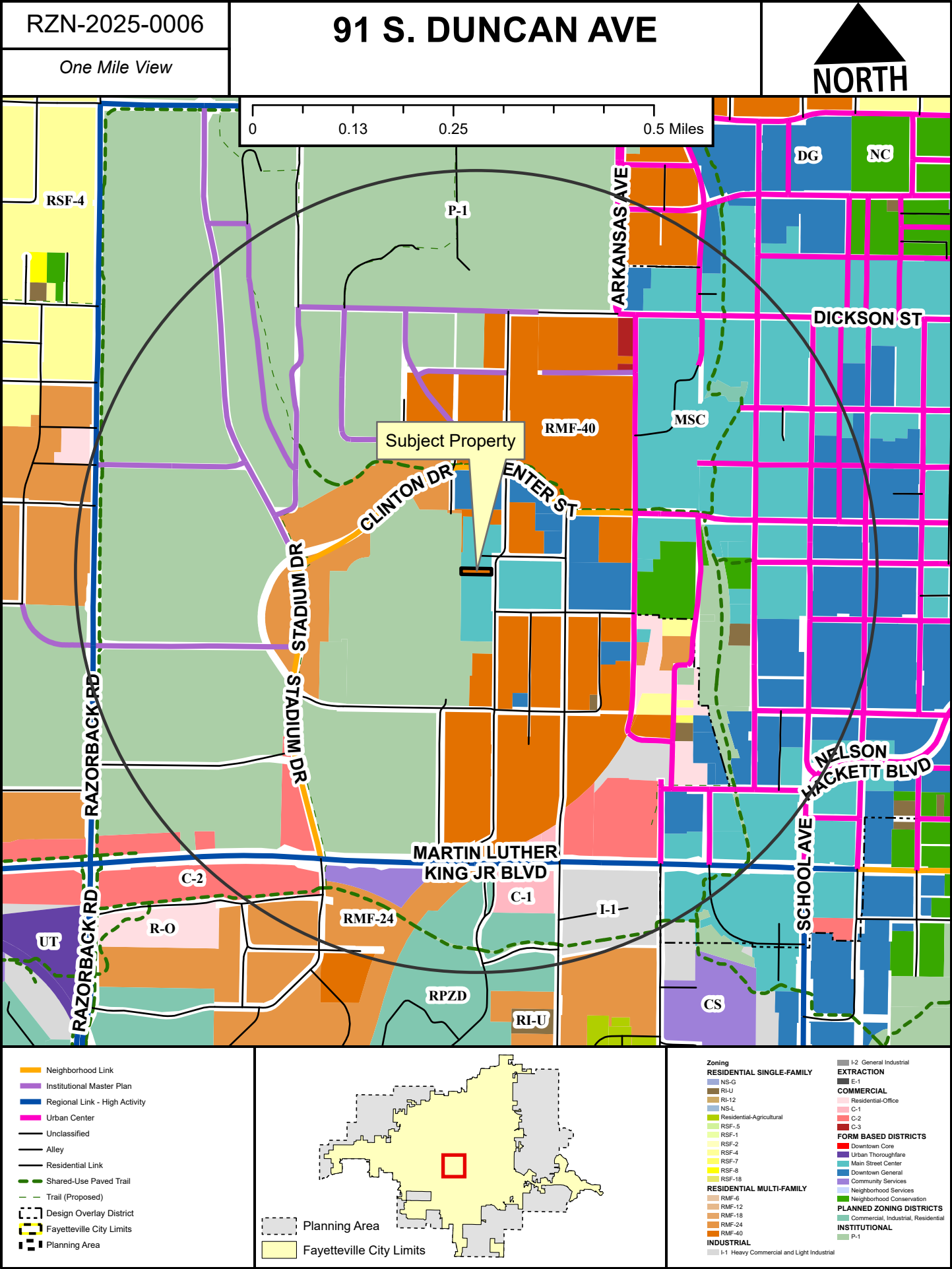
You also need to be checking the actual owners of these properties that you let these developers rezone and send in building permits for because these guys still do not technically own half the houses they are claiming they do for this redevelopment. They're going behind people's backs and getting the city on their side and using that as fodder to force these neighbors to sign and sell.

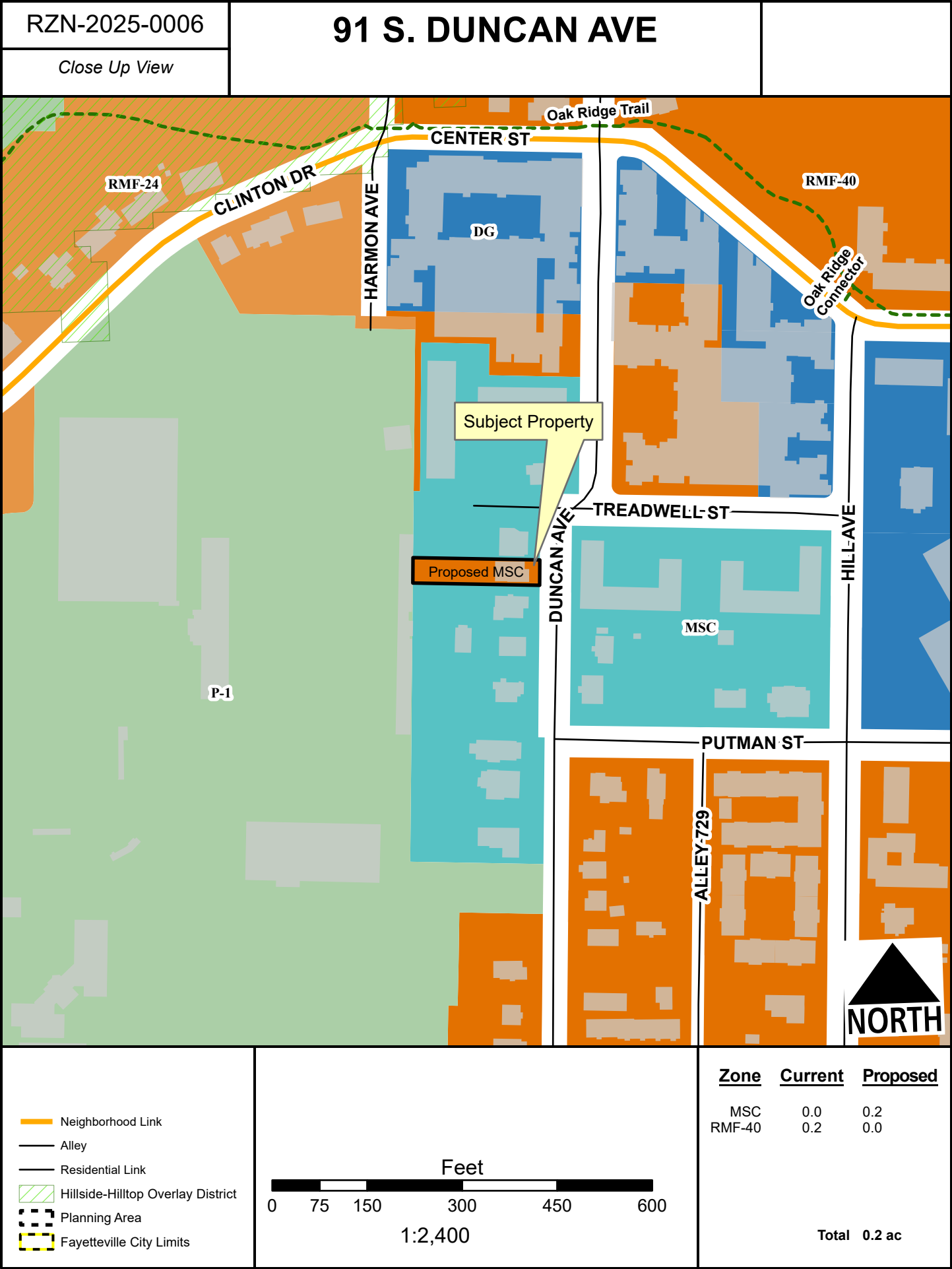
I'm so tired of repeatedly telling you all this about Mike Driver and Seth but yet it continues.

But again, they have not completed the mailings and people still inhabit every piece of housing in this area. If the ordinance hasn't been followed to inform the public, how is this even possibly on the agenda?

I also hope my email is taken with actual seriousness and doesn't come with jokes or abide remarks from the Planning Commission about affordable housing and their little quips that trash on the citizens who just care. I still have a bad taste in my mouth from here and it's extremely heartbreaking to know that's how our planning, and especially head of planning commission like to act and treat citizens. I would actually like to be able to show up to another meeting in public at some point.

Thank you,
Kathryn Cook

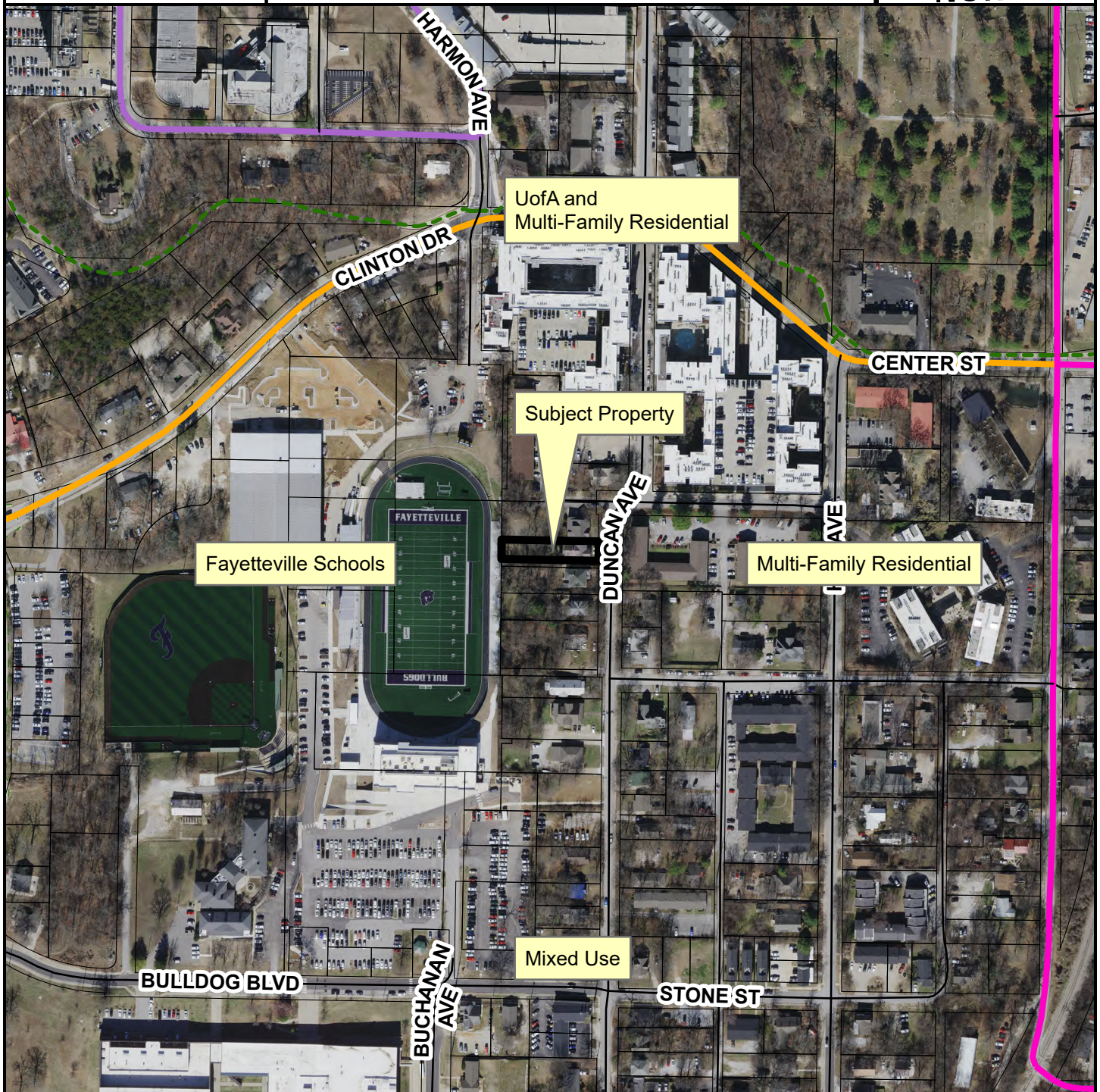




RZN-2025-0006

91 S. DUNCAN AVE

Current Land Use

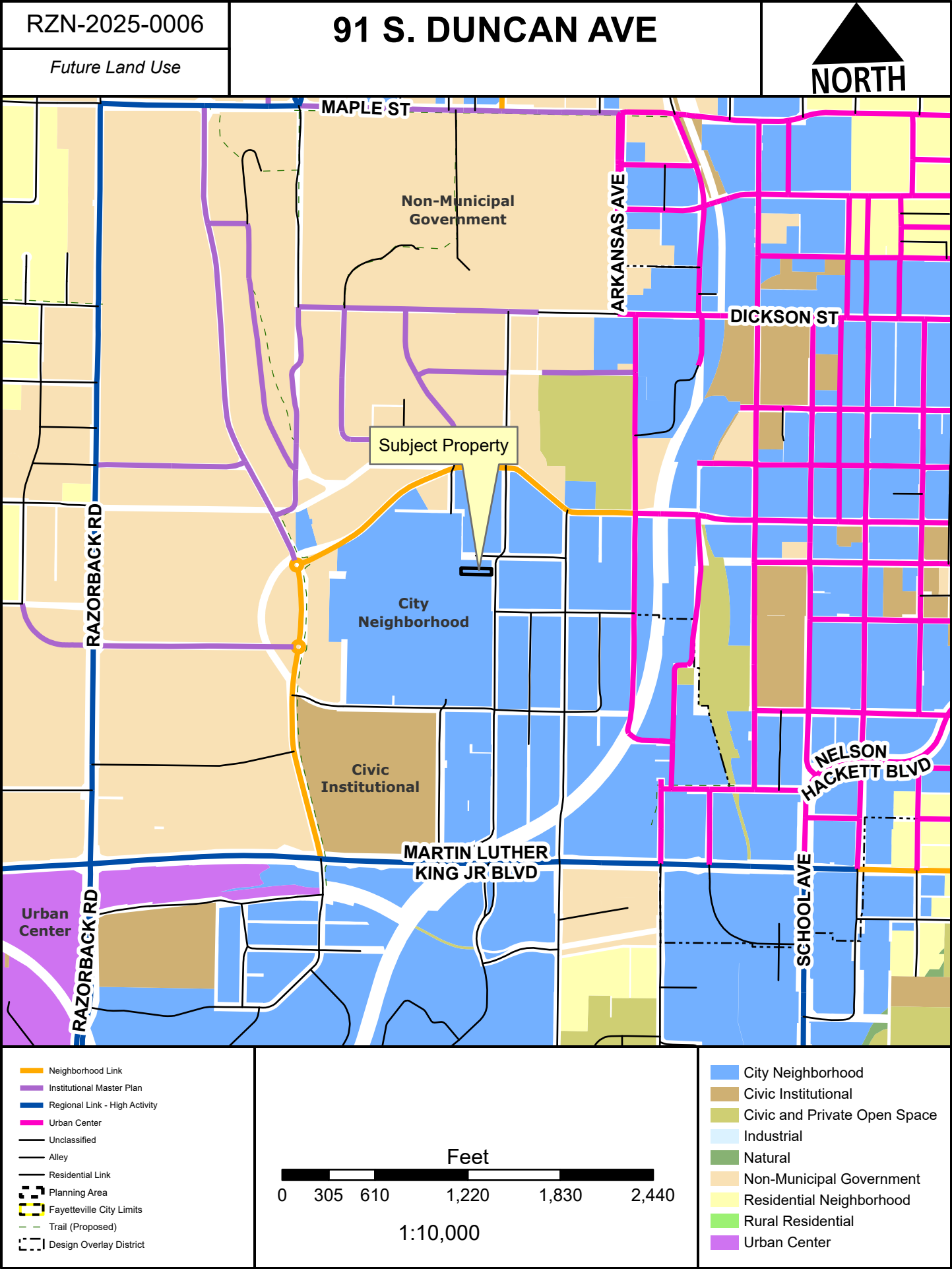


- Neighborhood Link
- Institutional Master Plan
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jessica Masters, Development Review Manager
Jonathan Curth, Development Services Director

FROM: Donna Wonsower, Planner

SUBJECT: **REZONING-2025-0008: (352 E. 7TH ST./BRICENO, 524):**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located on the north side of E. 7th St. roughly 900 feet east of Walker Park's northeast corner. The property contains one parcel totaling 0.23 acres which is currently undeveloped. The property lies within the Walker Park Neighborhood Master Plan area, and received its current zoning designation of NC, Neighborhood Conservation as a result of that plan in 2008.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation, to RI-U, Residential Intermediate-Urban. The applicant has stated that they are pursuing this rezoning in order to construct three single-family homes on the property.

Public Comment: Staff has received one inquiry regarding the proposed rezoning, with some general concerns expressed regarding current maintenance on the property and the feasibility of developing the parcel with multiple structures.

Land Use Compatibility: Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Nonresidential uses are also present nearby and include churches, community centers, and public parks. The uses permitted by right in RI-U, which include one- to four-family dwellings, are directly compatible with the existing land uses in this area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multifamily dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility. When compared to the site's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a slight increase in residential density, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area. The RI-U zoning district would allow for a mixture of residential densities that are urban in form. If the property were to be redeveloped or subdivided, staff finds

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

that RI-U would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate infill score of 7 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U would support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable pattern of development than conventional subdivisions. Also, the variety in housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (6-inch main, E. 7th St.)
- Near Water Main (1.5 & 16-inch main, E. 7th St.)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (S. Willow Ave., Marked Shared Roadway.)
- Near ORT Bus Stop (MLK Blvd/Willow Ave)
- Within Walker Park Master Plan Area

DISCUSSION:

At the March 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner Cabe seconded. One member of the public spoke at the meeting, stating that they had no opposition to the request provided that the total building area was kept to no more than 60% of the site and the future development accommodated tree preservation. Staff confirmed that a maximum of 60% building area was a zoning restriction the applicant would be subject to. Commissioners also discussed the location of a large existing tree near the property line.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-398

REZONING-2025-0008: (352 E. 7TH ST./BRICENO, 524):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-08 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 352 EAST 7TH STREET IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO RI-U, RESIDENTIAL INTERMEDIATE-URBAN

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RI-U, Residential Intermediate-Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-398

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0008: Rezone (352 E. 7TH ST./BRICENO, 524): Submitted by NESTOR BRICENO for property located at 352 E. 7TH ST in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

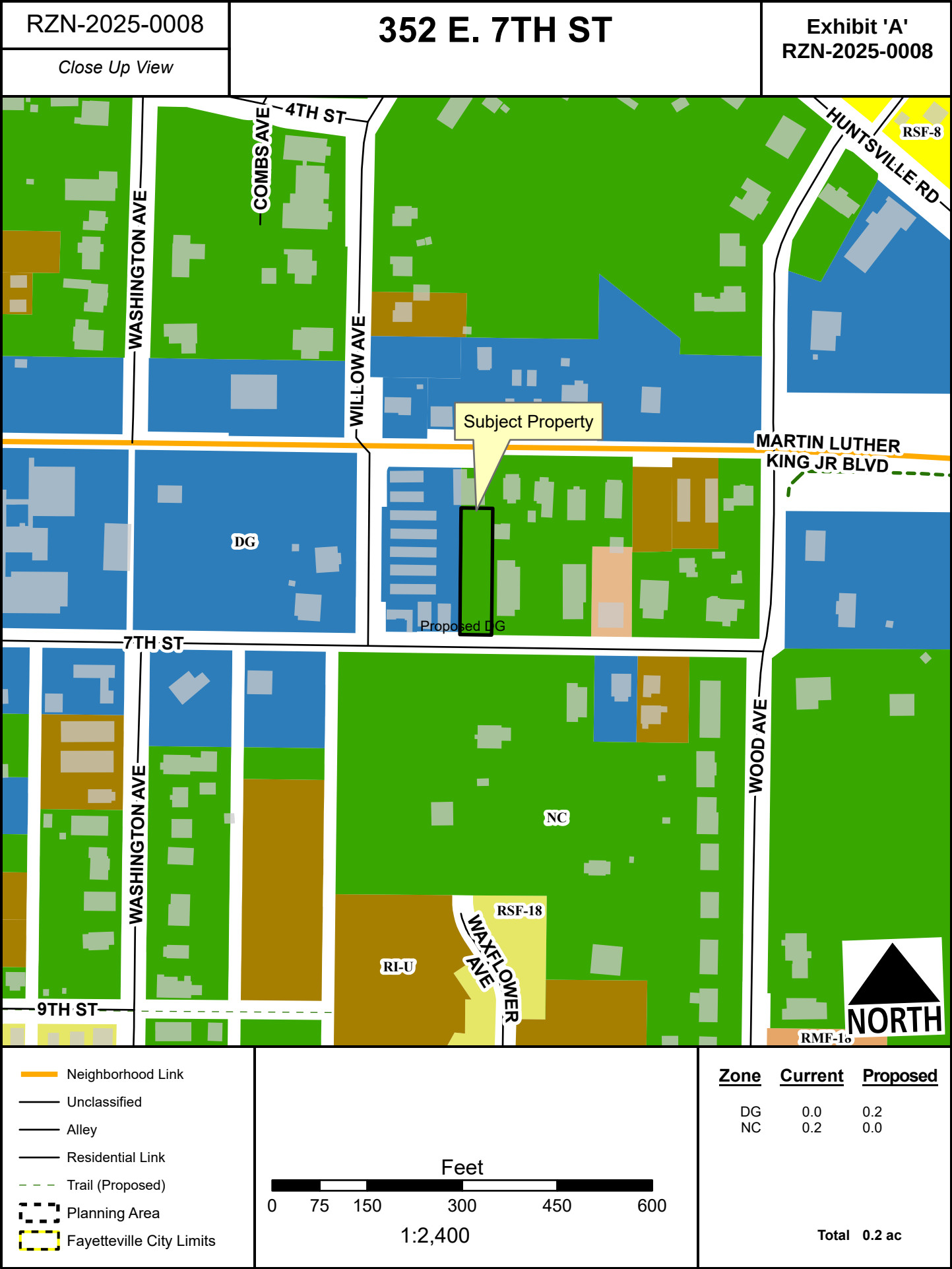


Exhibit 'B'
RZN-2025-0008

LOT 11, EXC. N 50 FT, LYONS ADDITION, WASHINGTON COUNTY, ARKANSAS, AS SHOWN
ON PLAT RECORD 100-246, ON FILE AT THE WASHINGTON COUNTY CIRCUIT CLERK'S OFFICE



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: March 24, 2025 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2025-0008: Rezone (352 E. 7TH ST./BRICENO, 524):** Submitted by NESTOR BRICENO for property located at 352 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to RI-U, RESIDENTIAL INTERMEDIATE-URBAN.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0008** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0008** to the City Council with a recommendation for approval."*

BACKGROUND:

The subject property is located on the north side of E. 7th St. roughly 900 feet east of Walker Park's northeast corner. The property contains one parcel totaling 0.23 acres which is currently undeveloped. The property lies within the Walker Park Neighborhood Master Plan area, and received its current zoning designation of NC, Neighborhood Conservation as a result of that plan in 2008. Surrounding land uses and zoning are listed in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	DG, Downtown General

Request: The request is to rezone the subject property from NC, Neighborhood Conservation, to RI-U, Residential Intermediate-Urban. The applicant has stated that they are pursuing this rezoning in order to construct three single-family homes on the property.

Public Comment: Staff has one inquiry regarding the proposed rezoning, with some general concerns expressed regarding current maintenance on the property and the feasibility of developing the parcel with multiple structures.

INFRASTRUCTURE:

Streets: The subject property has frontage along E. 7th St., an improved Residential Link with asphalt paving, curb, gutter, and sidewalk. Any street or drainage improvements required in this area will be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing one-and-a-half-inch water main and a sixteen-inch water main is present along E. 7th St.

Sewer: Sanitary sewer is available to the subject property. An existing six-inch sewer main is present along E. 7th St. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 3,400 linear feet downstream of this property.

Drainage: No portion of the subject property lies within the Hillside-Hilltop Overlay District or a FEMA floodplain. Additionally, no protected streams or hydric soils are present on the subject property. Any improvements or requirements for drainage will be determined at time of development.

Fire: Station 1, located at 303 W. Center Street, protects this site. The property is located approximately 1.0 mile from the fire station with an anticipated drive time of approximately four minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of RI-U, Residential Intermediate-Urban, requires **15% minimum canopy preservation**. The current zoning district of NC, Neighborhood Conservation, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** area. The property is also located within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and

walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- 4 Minute Fire Response (Station #1, 303 W. Center St.)
- Near Sewer Main (6-inch main, E. 7th St.)
- Near Water Main (1.5 & 16-inch main, E. 7th St.)
- Near City Park (Walker Park, Jefferson Park)
- Near Paved Trail (S. Willow Ave., Marked Shared Roadway.)
- Near ORT Bus Stop (MLK Blvd/Willow Ave)
- Within Walker Park Master Plan Area

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of RI-U, Residential Intermediate-Urban to be compatible with the surrounding area. Land uses in the immediate vicinity are primarily residential in nature, varying in both form, lot width, and density. Nonresidential uses are also present nearby and include churches, community centers, and public parks. The uses permitted by right in RI-U, which include one- to four-family dwellings, are directly compatible with the existing land uses in this area. Uses allowed conditionally in RI-U, including cultural and recreational facilities, limited businesses, and multi-family dwellings, may also be suitable at this site, though any land uses allowed conditionally would be subject to further review to determine full compatibility. When compared to the site's current zoning designation of NC, Neighborhood Conservation, RI-U would allow for a slight increase in residential density, which would complement surrounding residential areas and encourage housing types that could accommodate the demand for walkable urban living.

Land Use Plan Analysis: The proposed zoning is consistent with the property's City Plan 2040 Future Land Use Map designation as a Residential Neighborhood Area. The RI-U zoning district would allow for a mixture of residential densities that are urban in form. If the property were to be redeveloped or subdivided, staff finds that RI-U would encourage an environment that is more appealing to pedestrians and would reduce the visual impact of parking areas. The property has a moderate weighted infill score of 8 which indicates that the site is prepared to accommodate increased housing density, and the property does not lie within any environmentally sensitive areas. Rezoning could support Goals #1 and #6 of City Plan 2040 by making appropriate infill a priority and creating an opportunity to develop a greater variety of housing. With regard to the Walker Park Neighborhood Master Plan, a rezoning to RI-U would support the guiding principle of balancing uses and housing. Per the plan, ensuring a balance of uses and housing contributes to the overall sustainability of the

community by reducing the number of vehicle trips needed, and smaller lot sizes exemplify a more sustainable pattern of development than conventional subdivisions. Also, the variety in housing types permitted in RI-U would enable residents to remain in the Walker Park neighborhood as their housing needs change.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning from NC to RI-U is justified. Rezoning to RI-U would allow for housing densities that are comparable to the existing development pattern in the area and consistent with the City's planning objectives and policies.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning the property to RI-U has the potential to increase traffic along E. 7th ST. and other adjacent roadways. However, the size of the property will naturally limit the scale of any future development, and thus reduce any possible impacts on traffic danger or congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from NC to RI-U has the potential to increase population density, though it is not likely to undesirably increase the load on public services. The property has access to existing water and sanitary sewer infrastructure and is close to other public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0008 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: WERNER	"I move to forward RZN-2025-0008 to the City Council with a recommendation of approval."		
Second: CABE			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.29 – Neighborhood Conservation
 - §161.12 – Residential Intermediate – Urban
- Request Letter
- Walker Park Neighborhood Illustrative Plan
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwelling types	40 feet
--------------------	---------

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
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161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
-------------------------	----------------------

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

Request Letter for rezoning parcel number 765-07673-000 from NC to RI-U

To whom it may concern,

I am requesting a rezone of parcel 765-07673-000 from NC to RI-U. I intend to place three single family homes on the property and the current zoning does not allow this type of development. The Property is primed for rezoning and fits the character of the neighborhood. All six properties that boarder my west boundary are zoned DG and and to the north is also zoned DG. There are 5 properties on the same block as the property in question with RI-U zoning and one across the street to the east with this zoning. This would imply that the zoning is already compatible with RI-U because of existing need for housing, available transportation and proximity to walking services.

. IN short the rezoning fits the city's future land use plan designation of residential neighborhood

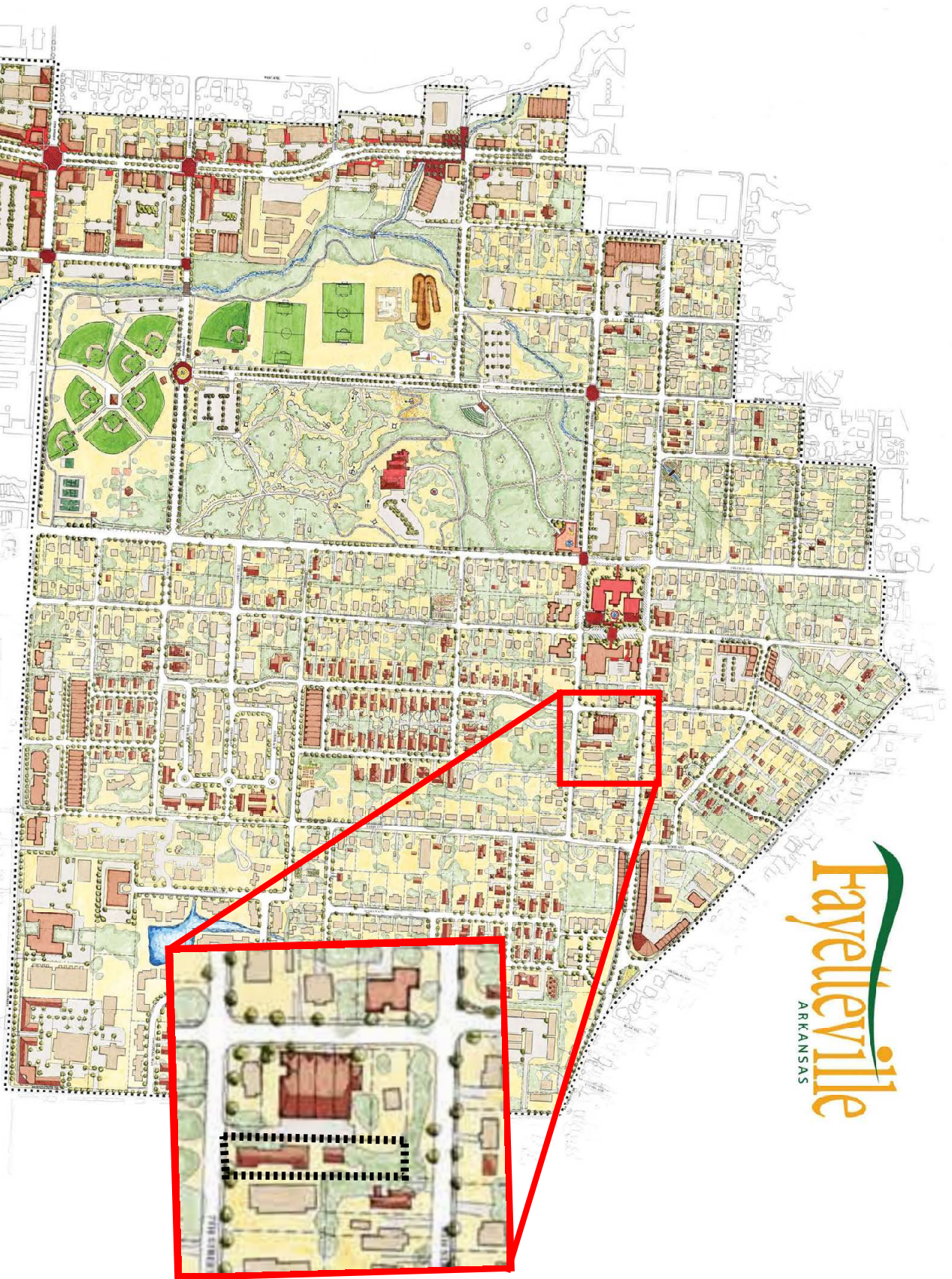
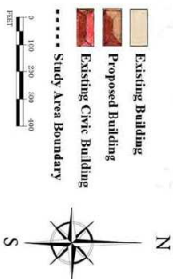
Again I respectfully request a change from the current NC zoning to RU-I.

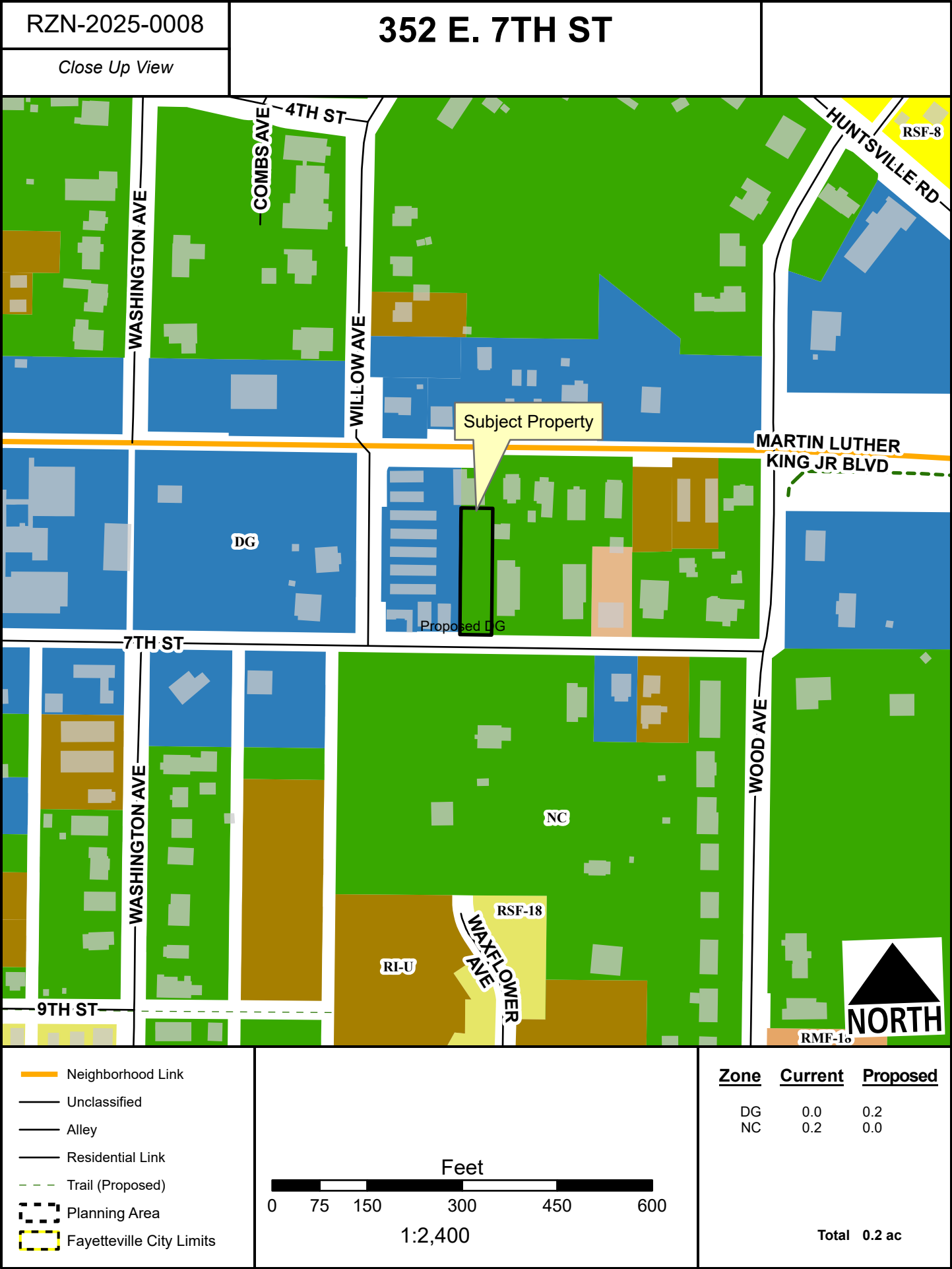
Best,

Nestor Briceno

WALKER PARK NEIGHBORHOOD ILLUSTRATIVE MASTER PLAN

FAYETTEVILLE, ARKANSAS
SEPTEMBER 2007





RZN-2025-0008
<i>Current Land Use</i>

Current Land Use

352 E. 7TH ST



-  Neighborhood Link
-  Urban Center
-  Unclassified
-  Alley
-  Residential Link
-  Trail (Proposed)
-  Planning Area
-  Fayetteville City Limits

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

-  100-Year Floodplain
 Floodway

Feet

0 112.5 225 450 675 900

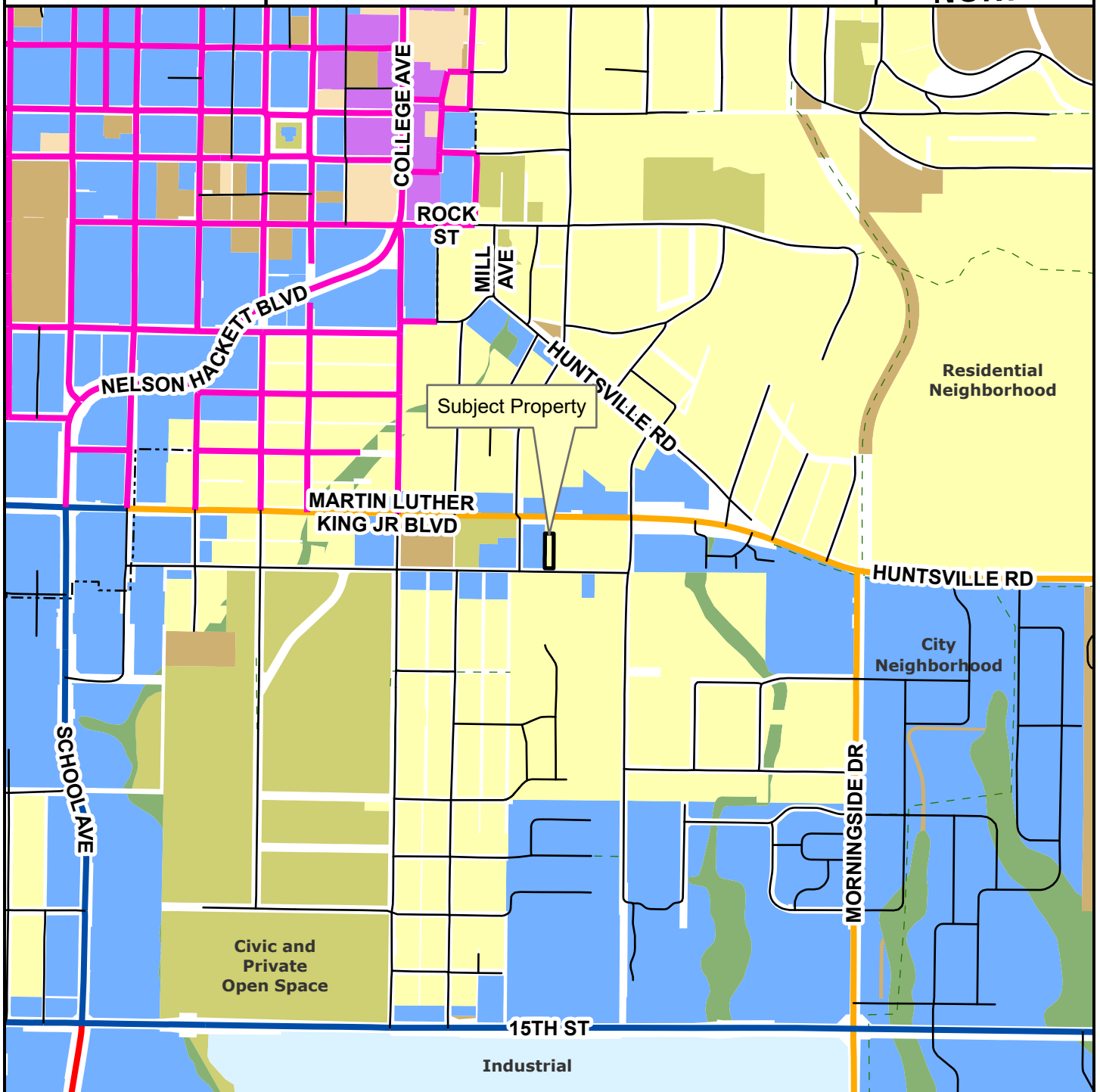
1:3,600

RZN-2025-0008

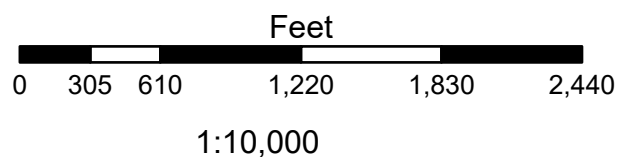
352 E. 7TH ST



Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **REZONING-2025-0007: (588 S. WILLOW AVE/BWB WILLOW LLC, 524):**

RECOMMENDATION:

City Planning Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in south Fayetteville on the east side of Willow Avenue about 100 feet north of the street's intersection with Martin Luther King Jr. Boulevard. The property contains one parcel totaling 0.22 acres which is zoned DG, Downtown General, with a Bill of Assurance limiting building heights to a maximum of three stories. Building permits to construct two duplexes on the property were issued in October of 2024.

Request: The request is to rezone the subject property from DG, Downtown General to UN, Urban Neighborhood.

Public Comment: To date, staff has not received any public comment on this item.

Land Use Compatibility: Staff finds the proposed zoning of UN, Urban Neighborhood to be compatible with the surrounding area. Land uses nearby are mainly residential though they vary in form and design. When compared to the property's current zoning designation of DG, Downtown General, UN would further limit some nonresidential uses. The UN zoning district allows more limited commercial uses, specifically those described in Use Unit 12a: Limited Business by right, where DG zoning allows Use Unit 15: Neighborhood Shopping Goods, which permits larger buildings. Also, while government facilities and small-scale production are allowed by right under DG zoning, they would become conditional uses under UN zoning. The minimum lot width for residential properties would decrease from 18 feet to 12 feet with the proposed rezoning, but all other zoning regulations, including setbacks, density, building height, and minimum buildable street frontage, would remain unchanged.

Land Use Plan Analysis: Staff finds that the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The UN zoning district would allow for a mix of land uses in an urban setting, which staff believes is compatible with the surrounding area. The property has a moderate infill score of 7, indicating it is a suitable location for infill development. In terms of City Plan 2040, staff finds that the requested rezoning could help support Goals 1 and 3 by promoting appropriate infill in an area that is highly walkable and near transit routes. Regarding the Walker Park Neighborhood Plan, a rezoning

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

to UN could support the principle of balancing different land uses and housing types. According to the plan, this balance helps make the community more sustainable by reducing vehicle trips. Additionally, smaller lot sizes encourage a more sustainable development pattern compared to conventional subdivisions. The variety of housing types allowed in the UN zoning would also enable residents to stay in the Walker Park neighborhood as their housing needs change.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (6-inch main, Willow Avenue)
- Near Sewer Main (6-inch main, Willow Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (E. MLK Jr. Blvd. and Razorback Greenway)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

DISCUSSION:

At the March 24, 2025 Planning Commission meeting, a motion to forward this item with a recommendation of approval passed with a vote of 7-0-1. Commissioners noted that it was the first time they had seen a request for the new zoning district, but offered little other comment on the item. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-428

REZONING-2025-0007: (588 S. WILLOW AVE/BWB WILLOW LLC, 524):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-07 FOR APPROXIMATELY 0.22 ACRES LOCATED AT 588 SOUTH WILLOW AVENUE IN WARD 1 FROM DG, DOWNTOWN GENERAL TO UN, URBAN NEIGHBORHOOD

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from DG, Downtown General, to UN, Urban Neighborhood.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-428

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0007: Rezoning (588 S. WILLOW AVE/BWB WILLOW LLC, 524): Submitted by BUILDER'S LAND CAPITAL for property located at 588 S. WILLOW AVE. in WARD 1. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.22 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

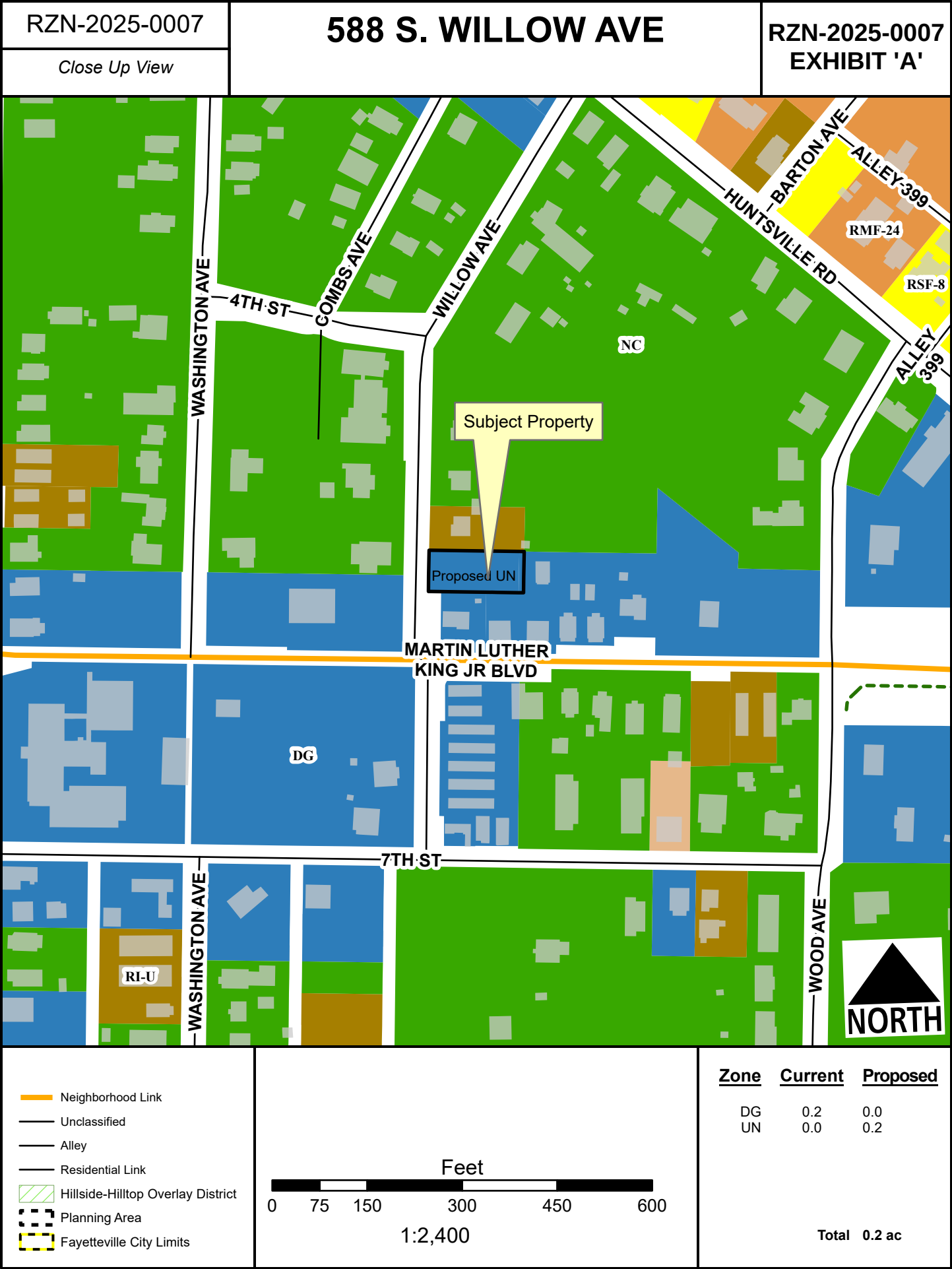
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



588 / 576 S. Willow Ave (f/k/a 524 S. Willow Ave) Legal Description

PT LOT 45 SW 65 X 150

A part of the SW/4 of the SE/4 of Section fifteen (15) In Township sixteen (16) North of Range thirty (30) West, described as follows: Beginning four hundred seventy-three and five-tenths(473.5) feet West and four hundred nineteen and eight-tenths(419.8) North of the South East corner of said forty acre tract, and running, thence West one hundred fifty (150) feet thence North sixty-five (65) feet thence East one hundred fifty (150) feet, thence South sixty-five (65) feet to the place of beginning, situated In the city of Fayetteville, Ark.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: March 24, 2025 (updated with results)

SUBJECT: **RZN-2025-0007: Rezoning (588 S. WILLOW AVE/BWB WILLOW LLC, 524):** Submitted by BUILDER'S LAND CAPITAL for property located at 588 S. WILLOW AVE. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.22 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0007** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0007** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in south Fayetteville on the east side of Willow Avenue about 100 feet north of the street's intersection with Martin Luther King Jr. Boulevard. The property contains one parcel totaling 0.22 acres which is zoned DG, Downtown General, with a Bill of Assurance limiting building heights to a maximum of three stories. Building permits to construct two duplexes on the property were issued in October of 2024. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RI-U, Residential Intermediate-Urban
South	Single- and Two-Family Residential	DG, Downtown General
East	Single-Family Residential	DG, Downtown General
West	Undeveloped, Single-Family Residential	DG, Downtown General, NC, Neighborhood Conservation

Request: The request is to rezone the subject property from DG, Downtown General to UN, Urban Neighborhood.

Public Comment: To date, staff has not received any public comment on this item.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: This property has frontage along Willow Avenue, a partially improved Residential Link Street with asphalt paving and curb and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. There is an existing six-inch water main present along the west side of Willow Avenue.

Sewer: Sanitary sewer is available to the subject property. There is an existing six-inch sanitary sewer main present along Willow Avenue.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams are present on site. However, hydric soils appear to be present on the west side of the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property, a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required. Any improvements or requirements for drainage will be determined at the time of development submittal.

Fire: Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.9 miles from the fire station with an anticipated drive time of approximately three minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, UN, Urban Neighborhood, requires **15% minimum canopy preservation**. The current zoning district, DG, Downtown General, requires **10% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area** within the **Walker Park Neighborhood Master Plan** area.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly

connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Walker Park Neighborhood Master Plan** was the city's first neighborhood plan which was completed in 2008 after City Plan 2025 was adopted. Four guiding principles were identified in the plan which include maintaining a balance of uses and housing, emphasizing connectivity and walkability, creating a core of the neighborhood at Jefferson Square, and preserving accessible greenspace throughout the neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 7 for this site with a weighted score of 8. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 1, 303 W. Center St.)
- Near Water Main (6-inch main, Willow Avenue)
- Near Sewer Main (6-inch main, Willow Avenue)
- Near City Park (Jefferson Park, Walker Park)
- Near Paved Trail (E. MLK Jr. Blvd. and Razorback Greenway)
- Near ORT Bus Stop (Route 20)
- Within Master Plan Area (Walker Park Neighborhood Master Plan)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning of UN, Urban Neighborhood to be compatible with the surrounding area. Land uses nearby are mainly residential though they vary in form and design. When compared to the property's current zoning designation of DG, Downtown General, UN would further limit some nonresidential uses. The UN zoning district allows more limited commercial uses, specifically those described in Use Unit 12a: Limited Business by right, where DG zoning allows Use Unit 15: Neighborhood Shopping Goods, which permits larger buildings. Also, while government facilities and small-scale production are allowed by right under DG zoning, they would become conditional uses under UN zoning. The minimum lot width for residential properties would decrease from 18 feet to 12 feet with the proposed rezoning, but all other zoning regulations, including setbacks, density, building height, and minimum buildable street frontage, would remain unchanged.

Land Use Plan Analysis: Staff finds that the proposed zoning to be consistent with the property's Future Land Use Map designation as Residential Neighborhood Area. The UN zoning district would allow for a mix of land uses in an urban setting, which staff believes is compatible with the surrounding area. The property has a moderate infill score of 7, indicating it is a suitable location for infill development. In terms of City Plan 2040, staff finds that the requested rezoning could help support Goals 1 and 3 by promoting appropriate infill in an area that is highly walkable and near transit

routes. Regarding the Walker Park Neighborhood Plan, a rezoning to UN could support the principle of balancing different land uses and housing types. According to the plan, this balance helps make the community more sustainable by reducing vehicle trips. Additionally, smaller lot sizes encourage a more sustainable development pattern compared to conventional subdivisions. The variety of housing types allowed in the UN zoning would also enable residents to stay in the Walker Park neighborhood as their housing needs change.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the property's current DG zoning and the proposed UN zoning are very similar. The applicant has explained that the rezoning is being requested since UN zoning would allow for smaller lot widths.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that rezoning the property to UN is not likely to create or appreciable increase traffic danger and congestion since many of the zoning regulations tied to that district are similar to those associated with DG zoning. Any street improvements required in this area would be determined at the time of development proposal.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from DG to UN is not affect the population density, since both zoning districts have the same residential land use and density allowances. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0007 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner		with a recommendation of approval	
Second: Madden			
Vote: 7-0-1			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.28 Downtown General
 - §161.37 Urban Neighborhood
- Request Letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.28 Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet
---------------------------	---------

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	5 stories
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(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: 588 / 576 S. Willow Ave Rezone to Urban Neighborhood

I am seeking a rezone of the property known as 588 & 576 S. Willow Ave from DG (Downtown General) to UN (Urban Neighborhood). The property is currently under construction with two duplexes. The purpose of this rezone is not to add any additional density, height, or increased parking. The sole intent of this request is to provide flexibility in lot widths. As it currently sits, DG allows for 18-foot lot width minimums with UN providing 12-foot minimums.

Initially, I sought DG to provide an avenue to add 9 units to the property with associated parking. After fleshing out development plans, it seemed more reasonable to place 4 units on the site to provide an appropriate, unobtrusive level of attainable housing.

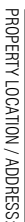
However, because of the 18-foot minimum, I could not easily provide fee-simple ownership to potential buyers for the back property and would instead have to create a 2-unit Horizontal Property Regime if individual buyers wanted to live in 588 units. As one could imagine, a 2-unit HPR would be cumbersome for individuals to manage. As such, I'm seeking the opportunity to sell the units fee-simple through separate lots.

The buildings currently under construction were approved under the previous zoning designation which also included a 3-story max as provided through a Bill of Assurance.

I have attached a concept plan for the lot split for your consideration.

Respectfully,

Andrew Brink
BWB Willow, LLC



WASHINGTON COUNTY PARCEL # 765-12845-0001

324 S WILLOW AVE.
FAYETTEVILLE, AR 72701

DEVELOPER INFORMATION:

5700 WILLOW CUC
MIR. ANDREW BRANK
2344 N. MARSHS MILL LANE
FAVETTEVILLE AR 72703

REPRESENTATIVE INFORMATION

COMMUNITY BY DESIGN LLC
100 W CENTER STREET, SUITE
FAYETTEVILLE, ARKANSAS 72701
937.433.0073

FLOOD CERTIFICATION

THIS PROPERTY IS NOT LOCATED WITHIN AN ENVIRONMENTALLY SENSITIVE 100-YEAR FLOOD PLUN
ACCORDING TO CITY OF FAYETTEVILLE MAPS PANEL # 05-1-00027170-B F ECTIVE 1/25/2024

ON-SITE SOIL TYPE

LOWA 3108 HEDEN SHOES AND JOURNALIST LOWA 0 TO 2 HEDEN SHOES, BOTH ARE D RATED SHOES PER HYDROLOGICAL CLASSIFICATIONS.

ZONING AND SEIBACH

THIS PROPERTY IS ZONED DOWNTOWN/GENERAL (DGC)

BOUNDARY DESCRIPTION

[illegible]

ADJACENT PROPERTY OWNERS

75-1786-001	76-1265-037	75-1284-010	75-1298-001
WOLFE, JAMMY	LEE, WOODWARD C	SAUNDERS, JAMES	COLLINS, DAVID L
1300 WOODLAND DR	311 WOODCREEK DR	4125 HUNT LN	COLLINS, JEFFREY A
FAIRFIELD, NJ 07011	UNITED, NJ 07218	BRIDGEVIEW, NJ 07113	FAIRFIELD, NJ 07011
75-1787-011	76-1265-030	75-2310-010	75-2310-010
WOLFE, JAMMY	LEE, WOODWARD C	DEER, PAULYNN	DEER, PAULYNN
1300 WOODLAND DR	311 WOODCREEK DR	10000 WOODCREEK DR	10000 WOODCREEK DR
FAIRFIELD, NJ 07011	UNITED, NJ 07218	FAIRFIELD, NJ 07011	FAIRFIELD, NJ 07011
75-1788-001	76-1265-037	75-2384-010	75-2384-010
WOLFE, JAMMY	LEE, WOODWARD C	COLLINS, DAVID L	COLLINS, DAVID L
1300 WOODLAND DR	311 WOODCREEK DR	4125 HUNT LN	COLLINS, JEFFREY A
FAIRFIELD, NJ 07011	UNITED, NJ 07218	BRIDGEVIEW, NJ 07113	FAIRFIELD, NJ 07011

LAND USE SUMMARY TABLE

	Use	Number of Exercises	One-Four Mile Swim Test	Water Ploofing Test	Sp. Ploofing Test
Ballon	Days	4	2.5H	2	-
Ballon	Days	4	2S	2	-
Totals	-	8	2.5H	4	0.00

Duration 0.00.00.00 30.00

IMPERVIOUS SURFACE SUMMARY

	Control Hypothesis Sulfate (sulfurated)	Control Hypothesis Silicate (silicified)	Proposed Hydroxyl Sulfate (sulfurated)	Proposed Hydroxyl Silicate (silicified)
On-line	2.410	0.04	0.10	1640
3-Waterflow	0	0.00	0.01	567
Totals	2.410	0	0	2.420

TRAINING CURRICULUM

[illegible]

SCALE
1" = 10' (22 X 34')

ISSUED FOR
CONSTRUCTION

FAYETTEVILLE
WASHINGTON COUNTY
ARKANSAS
CITY PLAT PAGE 524

024 S. WILLOW AVE.
LOT SPLIT
CONCEPT OVERLAY

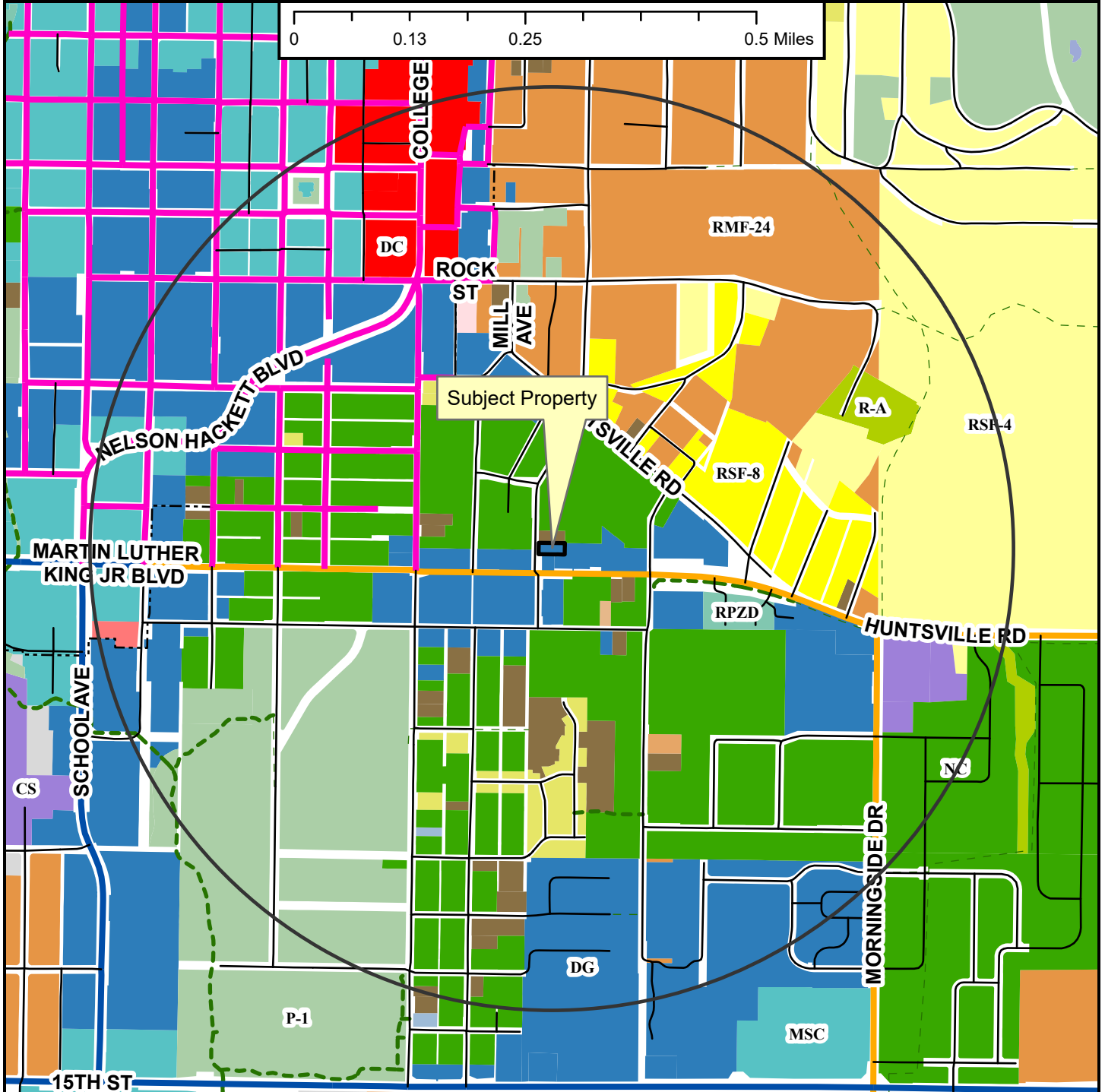
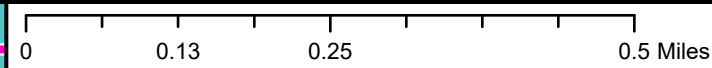
REVISION / NOTES

SHEET 1

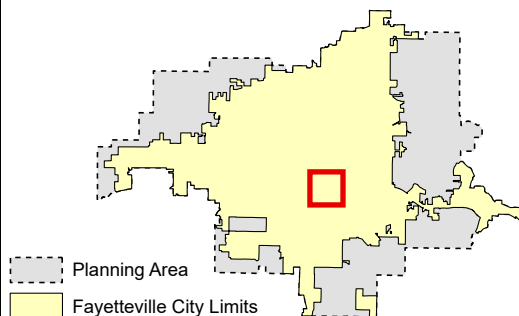
RZN-2025-0007

588 S. WILLOW AVE

One Mile View



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area

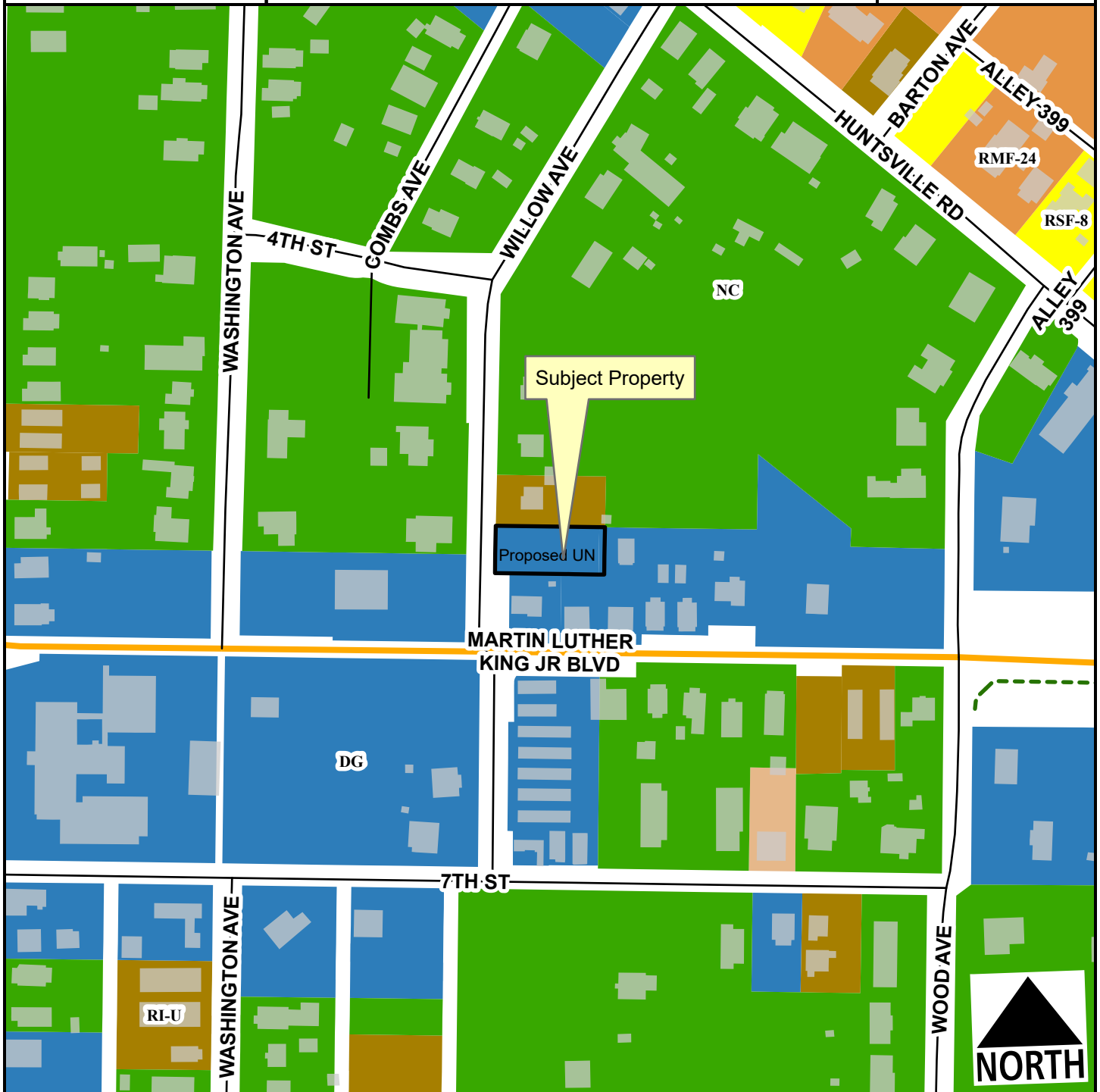


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
- RI-U
- RI-12
- NS-L
- Residential-Agricultural
- RSF-5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
- RMF-12
- RMF-13
- RMF-24
- RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
- C-1
- C-2
- C-3
- FORM BASED DISTRICTS**
- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1

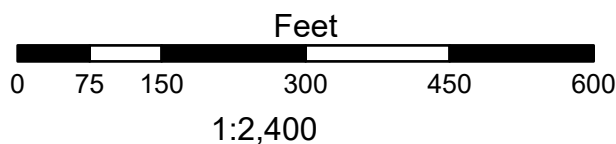
RZN-2025-0007

588 S. WILLOW AVE

Close Up View



- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits



Zone	Current	Proposed
DG	0.2	0.0
UN	0.0	0.2
Total		0.2 ac

RZN-2025-0007

588 S. WILLOW AVE

Current Land Use



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



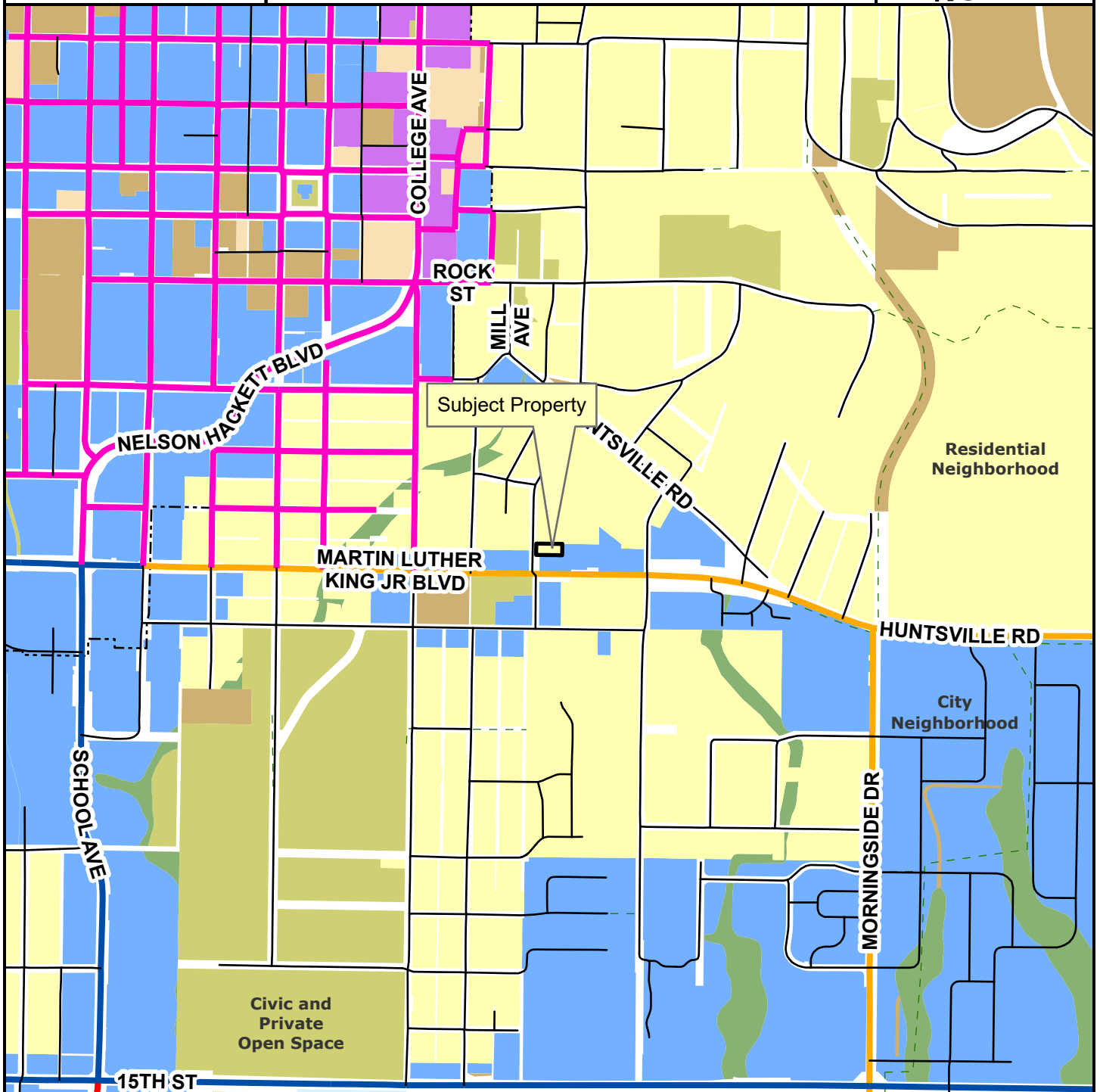
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

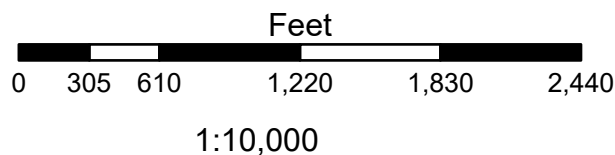
RZN-2025-0007

588 S. WILLOW AVE

Future Land Use



- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

SUBJECT: **REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located just north of the Fulbright Expressway at the southwest corner of Razorback Road and Cato Springs Road. The property received its current zoning designation of NS-L, Neighborhood Services-Limited, through a staff-initiated rezoning associated with the implementation of the Fayette Junction Master Plan in 2011 (RZN 11-3892). A previous rezoning request at this property was denied in 2022 by City Council (RZN-2022-000001), with the Council citing development difficulties due to the terrain of the property. The property is currently undeveloped and lies within the Hillside-Hilltop Overlay District. Most land to the west lies within a conservation easement.

Request: The request is to rezone the subject property from NS-L, Neighborhood Services-Limited, to CS, Community Services, and R-A, Residential-Agricultural. No development plans have been shared with this application, but the applicant originally requested to rezone the entire property to RMF-24, indicating an intent to develop multi-family residential.

Public Comment: Staff did not receive any public comment relating to the rezoning request.

Land Use Compatibility: Staff finds the proposed zoning to be partially compatible with the existing nearby land uses. The CS zoning district is intended to encourage mixed-use development that is urban in form. The property was rezoned to NS-L in 2011 with staff noting that the property would be difficult if not impossible to develop with multi-family dwellings given the physical limitations of the property and the parking and land area per dwelling requirements associated with that use. However, other properties in the area have been rezoned to districts that allow multi-family dwellings by-right, including CS. Given the emerging development pattern in the area, staff finds that a rezoning to CS would be largely compatible with surrounding land uses and zoning. The form-based nature of the zoning district and the regulations tied to the Hillside-Hilltop Overlay District along with the topographical challenges of the site will naturally limit the impact of any future development on the property. The parcel zoned R-A, which would be used as tree preservation area, would complement the existing natural area to the west.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of this property as a Residential Neighborhood Area. The property was previously identified as a Natural Area in City Plan 2025, so the updated designation reflects a desire for residential development on this site. Rezoning one parcel to CS would allow for a greater variety of residential and commercial uses and densities that are pedestrian oriented and will be naturally limited by the physical constraints of the site. Staff finds that rezoning to CS could support Goal 6 of City Plan 2040 by creating an opportunity to develop more housing.

Conversely, one of the goals identified in the Fayette Junction Master Plan is to integrate the built and natural environment. One component of that goal is to preserve the hillside gateway near the intersection of Razorback Road and the Fulbright Expressway. As noted in the plan, the hillside reflects the natural beauty of the Ozarks, and preservation of it would symbolize the City's commitment to sustainability and the attention to the balance between preservation and development. Since the hillside that the subject property is located on is largely protected by a conservation easement, staff finds that the rezoning request would still be consistent with this goal.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between 4 and 6 for this site. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #9, 990 S. Hollywood Ave.)
- Near Sewer Main (8-inch main W. Cato Springs Rd.)
- Near Water Main (8-inch main S. Razorback Rd.)
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Cato Springs Trail, Town Branch Trail)
- Within Master Plan Area (Fayette Junction Neighborhood Plan)

DISCUSSION:

At the March 25, 2025 Planning Commission meeting, a vote of 7-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock was opposed, citing concerns with tree preservation and the steep topography of the site. Commissioners in favor offered little other comment. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3) , Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-429

REZONING-2025-0009: (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-09 FOR APPROXIMATELY 5.9 ACRES LOCATED AT SOUTH RAZORBACK ROAD AND SOUTH ASHWOOD AVENUE IN WARD 1 FROM NS-L, NEIGHBORHOOD SERVICES-LIMITED TO R-A, RESIDENTIAL-AGRICULTURAL, AND CS, COMMUNITY SERVICES

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NS-L, Neighborhood Services-Limited to R-A, Residential-Agricultural, and CS, Community Services

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-429

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan Curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0009: Rezoning (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638): Submitted by WATKINS, BOYER, GRAY & CURRY for property located at S. RAZORBACK RD & S. ASHWOOD AVE. in WARD 1. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 5.9 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL, and CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

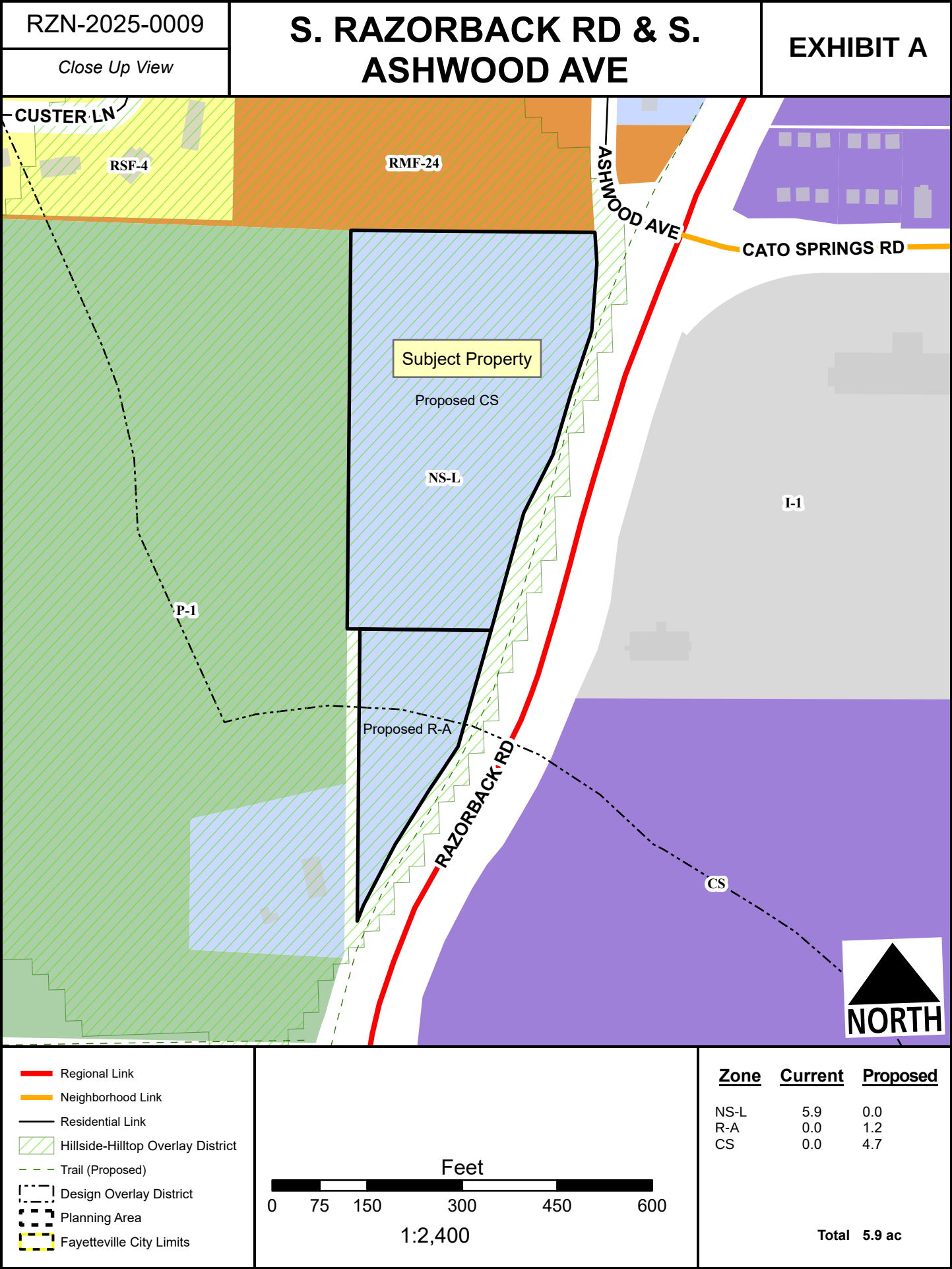
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Zone	Current	Proposed
NS-L	5.9	0.0
R-A	0.0	1.2
CS	0.0	4.7

Total 5.9 ac

EXHIBIT B

Legal Description

Portion to be Rezoned to CS—Community Services:

Washington County Parcel No. 765-15399-000:

A part of the Northwest Quarter, Northeast Quarter of Section 29, Township 16 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows: Beginning at the Northwest corner of said 40 acre tract, thence South 89 degrees 59 minutes 37 seconds East 453.26 feet, to the centerline of Ashwood Avenue, thence South 45 degrees 00 minutes 06 seconds East 124.95 feet to the centerline of State Highway 265, thence South 45 degrees 41 minutes 05 seconds West 74.91 feet, thence South 27 degrees 20 minutes 20 seconds West 142.95 feet, thence South 15 degrees 17 minutes 04 seconds West 416.87 feet, thence South 19 degrees 38 minutes 47 seconds West 126.22 feet, thence South 27 degrees 37 minutes 30 seconds West 152.79 feet, thence South 31 degrees 41 minutes 25 seconds West 250.95 feet thence South 28 degrees 43 minutes 11 seconds West 140.17 feet, thence leaving said centerline North 1260.56 feet to the point of beginning, containing 8.62 acres, more or less. Subject to the right of way of Ashwood Avenue and Highway 265 on the East side. Also subject to any easements of record. LESS AND EXCEPT, Part of Lots 7 through 11, Block 2 of Broad Acres Subdivision, being a part of the North Half of the Northeast Quarter of Section 29 and part of the Northwest Quarter of the Northeast Quarter of Section 29, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follows: Starting at the Northwest corner of the Northwest Quarter of the Northeast Quarter of Section 29; thence South 87 degrees 28 minutes 27 seconds East along the North line thereof a distance of 384.90 feet to a point on the Northwesterly proposed right of way line of relocated State Highway 265 for the point of beginning; thence continue South 87 degrees 28 minutes 27 seconds East along the North line of the Northwest Quarter of the Northeast Quarter of Section 29 a distance of 38.31 feet to a point on the Southwesterly existing right of way line of Ashwood Avenue; thence in a Southeasterly direction along said existing right of way line along a curve to the left having a radius of 164.84 feet a distance of 1.44 feet to a point; thence South 41 degrees 49 minutes 57 seconds East along said existing right of way line a distance of 100.54 feet to a point on the Northwesterly existing right of way line of State Highway 265; thence in a Southwesterly direction along said existing right of way line on a curve to the left having a radius of 378.75 feet a distance of 218.01 feet to a point; thence South 17 degrees 19 minutes 40 seconds West along said existing right of way line a distance of 385.45 feet to a point; thence in a Southerly direction along said existing right of way line on a curve to the right having a radius of 1001.74 feet a distance of 299.22 feet to a point; thence South 34 degrees 26 minutes 32 seconds West along said existing right of way line a distance of 276.15 feet to a point on the West line of Lot 7, Block 2, Broad Acres Subdivision; thence North 02 degrees 31 minutes 05 seconds East along said West line a distance of 47.15 feet to a point on the Northwesterly proposed right of way line of State Highway 265; thence North 23 degrees 32 minutes 05 seconds East along said proposed right of way line a distance of 27.63 feet to a point; thence North 29 degrees 32 minutes 05 seconds East along said proposed right of way line a distance of 108.33 feet to a point; thence North 34 degrees 07 minutes 01 seconds East along said proposed right of way line a distance of 101.07 feet to a point; thence North 35 degrees 29 minutes 24 seconds East along said proposed right of way line a distance of 82.17 feet to a point; thence North 17 degrees 52 minutes 46 seconds East along said proposed right of way line a distance of 204.94 feet to a point; thence North 17 degrees 19 minutes 40 seconds East along said proposed right of way line a distance of 177.48 feet to a point; thence North 28 degrees 37 minutes 18 seconds East along said proposed right of way line a distance of 102.18 feet to a point; thence North 18 degrees 28 minutes 50 seconds East along said proposed right of way line a distance of 102.61 feet to a point; thence North 20 degrees 28 minutes 50 seconds East along said proposed right of way line a distance of 102.61 feet to a point; thence North 06 degrees 15 minutes 51 seconds East along said proposed right of way line a distance of 107.41 feet to a point; thence North 1 degree 29 minutes 24

EXHIBIT B

seconds West along said proposed right of way line a distance of 48.57 feet to the point of beginning and containing 1.27 acres, more or less.

LESS AND EXCEPT:

Any portion of the foregoing lying within the following description:

Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), all in Block Two (2) of Broad Acres Subdivision, as per plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Portion to be Rezoned to R-A—Residential Agricultural:

Washington County Parcel No. 765-03019-000:

Lots Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), all in Block Two (2) of Broad Acres Subdivision, as per plat thereof on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject to existing rights of way and easements of record.



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: March 24, 2025 **Updated with final results**

SUBJECT: **RZN-2025-0009: Rezoning (S. RAZORBACK RD & S. ASHWOOD AVE/CUNNINGS ARKANSAS, 638):** Submitted by WATKINS, BOYER, GRAY & CURRY for property located at S. RAZORBACK RD & S. ASHWOOD AVE. The property is zoned NS-L, NEIGHBORHOOD SERVICES - LIMITED and contains approximately 5.9 acres. The request is to rezone the property to R-A, RESIDENTIAL-AGRICULTURAL, and CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0009** to the City Council with a recommendation of approval, based on the findings herein.

RECOMMENDED MOTION:

"I move to forward **RZN-2025-0009** to the City Council with a recommendation of approval."

BACKGROUND:

The subject property is located just north of the Fulbright Expressway at the southwest corner of Razorback Road and Cato Springs Road. The property received its current zoning designation of NS-L, Neighborhood Services-Limited, through a staff-initiated rezoning associated with the implementation of the Fayette Junction Master Plan in 2011 (RZN 11-3892). A previous rezoning request at this property was denied in 2022 by City Council (RZN-2022-000001), with the Council citing development difficulties due to the terrain of the property. The property is currently undeveloped and lies within the Hillside-Hilltop Overlay District. Most land to the west lies within a conservation easement. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Natural Area	RMF-24, Residential Multi-family - 24 Units per Acre
South	Natural Area	CS, Community Services
East	Professional Offices	I-1, Heavy Commercial and Light Industrial; CS, Community Services
West	Natural Area	P-1, Institutional

Request: The request is to rezone the subject property from NS-L, Neighborhood Services-Limited, to CS, Community Services, and R-A, Residential-Agricultural. No development plans have been shared with this application, but the applicant originally requested to rezone the entire property to RMF-24, indicating an intent to develop multi-family residential.

Public Comment: Staff has not received any public comment regarding this request.

INFRASTRUCTURE:

Streets: The subject area has frontage along S. Razorback Road. Razorback Road is a fully improved Regional Link street with asphalt paving, sidewalk, and curb and gutter. Any street improvements required in these areas will be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing eight-inch main is present along the east side of Razorback Road.

Sewer: Sanitary sewer is available to the subject property. There is an existing eight-inch sewer main on the east side of South Razorback Road at the northeast corner of the property. Due to the location of the existing sewer within the intersection of S. Razorback Road and W. Cato Springs Road a sewer main extension may be required to extend the sewer across South Razorback Road onto the subject property.

There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system approximately 2,400 linear feet downstream of this property.

Drainage: No portion of the property lies within a FEMA designated floodplain and no protected streams or hydric soils are present. The entire property lies within the Hillside-Hilltop Overlay District, which will place additional restrictions on any future development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control, and abbreviated tree preservation plans. Any additional improvements or requirements for drainage will be determined at the time of development.

Fire: Station 9, located at 2250 S. School Avenue, protects this site. The property is located approximately 1.1 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not express any concerns with this request.

Tree Preservation:

The proposed zoning districts of CS, Community Services, and R-A, Residential-Agricultural require **20% and 25% minimum canopy preservation** respectively. The current zoning district of NS-L, Neighborhood Services-Limited, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as a **Residential Neighborhood Area**. The property is also within the **Fayette Junction Master Plan** area.

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

The **Fayette Junction Master Plan** is the City's second complete neighborhood plan, adopted in the Spring of 2009, as part of City Plan 2025. The plan aims to integrate the built and natural environment to support a clean tech cluster, a multi-modal transit hub, and support the protection of, and expansion to, the neighborhoods within the Fayette Junction area.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **4 and 6** for this site, with a weighted score of **6** at the highest level. The following elements of the matrix contribute to this score:

- Adequate Fire Response (Station #9, 990 S. Hollywood Ave.)
- Near Sewer Main (8-inch main W. Cato Springs Rd.)
- Near Water Main (8-inch main S. Razorback Rd.)
- Near City Park (Town Branch Trail Corridor)
- Near Paved Trail (Cato Springs Trail, Town Branch Trail)
- Within Master Plan Area (Fayette Junction Neighborhood Plan)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed zoning to be partially compatible with the existing nearby land uses. The CS zoning district is intended to encourage mixed-use development that is urban in form. The property was rezoned to NS-L in 2011 with staff noting that the property would be difficult if not impossible to develop with multi-family dwellings given the physical limitations of the property and the parking and land area per dwelling requirements associated with that use. However, other properties in the area have been rezoned to districts that allow multi-family dwellings by-right, including CS. Given the emerging development pattern in the area, staff finds that a rezoning to CS would be largely compatible with surrounding land uses and zoning. The form-based nature of the zoning district and the regulations tied to the Hillside-Hilltop Overlay District along with the topographical challenges of the site will naturally limit the impact of any future development on the property. The parcel zoned R-A, which would be used as tree preservation area, would complement the existing natural area to the west.

Land Use Plan Analysis: The proposed zoning is consistent with the Future Land Use Map designation of this property as a Residential Neighborhood Area. The property was previously identified as a Natural Area in City Plan 2025, so the updated designation reflects a desire for residential

development on this site. Rezoning one parcel to CS would allow for a greater variety of residential and commercial uses and densities that are pedestrian oriented and will be naturally limited by the physical constraints of the site. Staff finds that rezoning to CS could support Goal 6 of City Plan 2040 by creating an opportunity to develop more housing.

Conversely, one of the goals identified in the Fayette Junction Master Plan is to integrate the built and natural environment. One component of that goal is to preserve the hillside gateway near the intersection of Razorback Road and the Fulbright Expressway. As noted in the plan, the hillside reflects the natural beauty of the Ozarks, and preservation of it would symbolize the City's commitment to sustainability and the attention to the balance between preservation and development. Since the hillside that the subject property is located on is largely protected by a conservation easement, staff finds that the rezoning request would still be consistent with this goal.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff believes that there is sufficient justification for rezoning the property to a mix of CS and R-A. Rezoning a parcel to CS would allow for an extension of the current residential development pattern in the area to the north, and rezoning the other parcel to R-A would allow for continued protection of the natural environment.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning to CS will likely lead to increased traffic along Razorback Road which is classified as a Regional Link street. However, given the physical constraints of the site, any impact is likely to be limited. Since no development proposal was submitted with this request, staff will identify and mitigate any traffic concerns at the time of development review.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Staff finds that the proposal would likely result in an increased demand for public services. With immediate access to water and sanitary sewer nearby, staff does not anticipate a need for lengthy main extensions that may pose a heightened maintenance issue in the future.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there

are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0009 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Castin	with a recommendation of approval				
Second: Cabe					
Vote: 7-1-0 (Garlock opposed)					

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.03 – R-A, Residential-Agricultural
 - §161.18 – Neighborhood Services - Limited
 - §161.22 – Community Services
- Request Letter
- Fayette Junction Illustrated Master Plan
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

- (B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

- (C) *Density.*

Units per acre	One-half (½)
----------------	--------------

- (D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

- (E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

- (F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

- (G) *Building area.* None.

161.18 NS-L, Neighborhood Services - Limited

(A) *Purpose.* The NS-L Neighborhood Services - Limited district is designed to serve as a mixed-use area of low intensity. Neighborhood Services promotes a walkable, pedestrian-oriented neighborhood development form with sustainable and complementary neighborhood businesses that are compatible in scale, aesthetics, and use with surrounding land uses. For the purpose of Chapter 96: Noise Control, the Neighborhood Services district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited Business
Unit 24	Home occupations
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities*
Unit 45	Small scale production

(C) *Density.*

Units per acre	Ten (10) or less
----------------	------------------

(D) *Bulk and Area.*

(1) *Lot Width Minimum.*

Single-family	35 feet
Two (2)family	35 feet
Three or more	35 feet
All other uses	None

(2) *Lot Area Minimum.*

Single-family	4,000 square feet
Two (2) family or more	3,000 square feet of lot area per dwelling unit
All other permitted and conditional uses	None

(E) *Setback Regulations.*

Front:	A build-to zone that is located between 10 and 25 feet from the front property line.
Side	5 feet
Rear	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

- (G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of the lot. Accessory ground mounted solar energy systems shall not be considered buildings.

161.22 Community Services

- (A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials

Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW



WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

March 3, 2025

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel Nos. 765-15399-000 & 765-03019-000 from NS-L—
Neighborhood Services, Limited, to Mix of CS—Community Services and
R-A—Residential Agricultural**

Dear Planning Staff:

My name is Will Kellstrom, and I have been retained to obtain a rezoning of the aforementioned properties. The applicant is requesting that the property, Parcel Nos. 765-15399-000 and 765-03019-000 (hereinafter "the Property"), be rezoned from NS-L— Neighborhood Services, Limited, to a mixture of CS, Community Services, and R-A, Residential Agricultural.

The proposed rezoning will not unreasonably adversely conflict or affect the surrounding land uses. Currently, the Property is bordered by RMF-24 to the North, I-1 to the East, P-1 to the West, and CS to the South and East. RMF-24 is a moderate to high density residential zoning and CS is a moderate to high density form-based mixed use zoning with no residential density cap. P-1 and I-1 are for institutional uses and industrial uses, respectively. Accordingly, the subject property does not abut any single family or other zones which it may adversely conflict with. Furthermore, the property is located on Razorback Road, which is a major arterial roadway, and is nearby to Interstate 49. Accordingly, a rezone to CS would not adversely affect any adjacent land uses.

After further discussions with staff, the decision was made to amend the original request of RMF-24 to a mix of CS and R-A, as indicated above. The change to CS was made due to staff's desire to see the Property zoned to a form-based code that allowed for a mix of uses. The decision to preserve a portion of the Property with an R-A zoning was to create more compatibility with the preserved City-owned land to the West.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:
pc:



FAYETTE JUNCTION
ILLUSTRATIVE MASTER PLAN
FAYETTEVILLE, ARKANSAS

SEPTEMBER 2008
ADOPTED BY RESOLUTION NO. 95-09
APRIL 21, 2009

Legend:

- Proposed Parking Structure
- Existing Building
- Proposed Building
- Existing Civic Building
- Study Area Boundary
- ARTP Master Plan Roads

North Arrow

Scale: 0 100 200 300 Feet

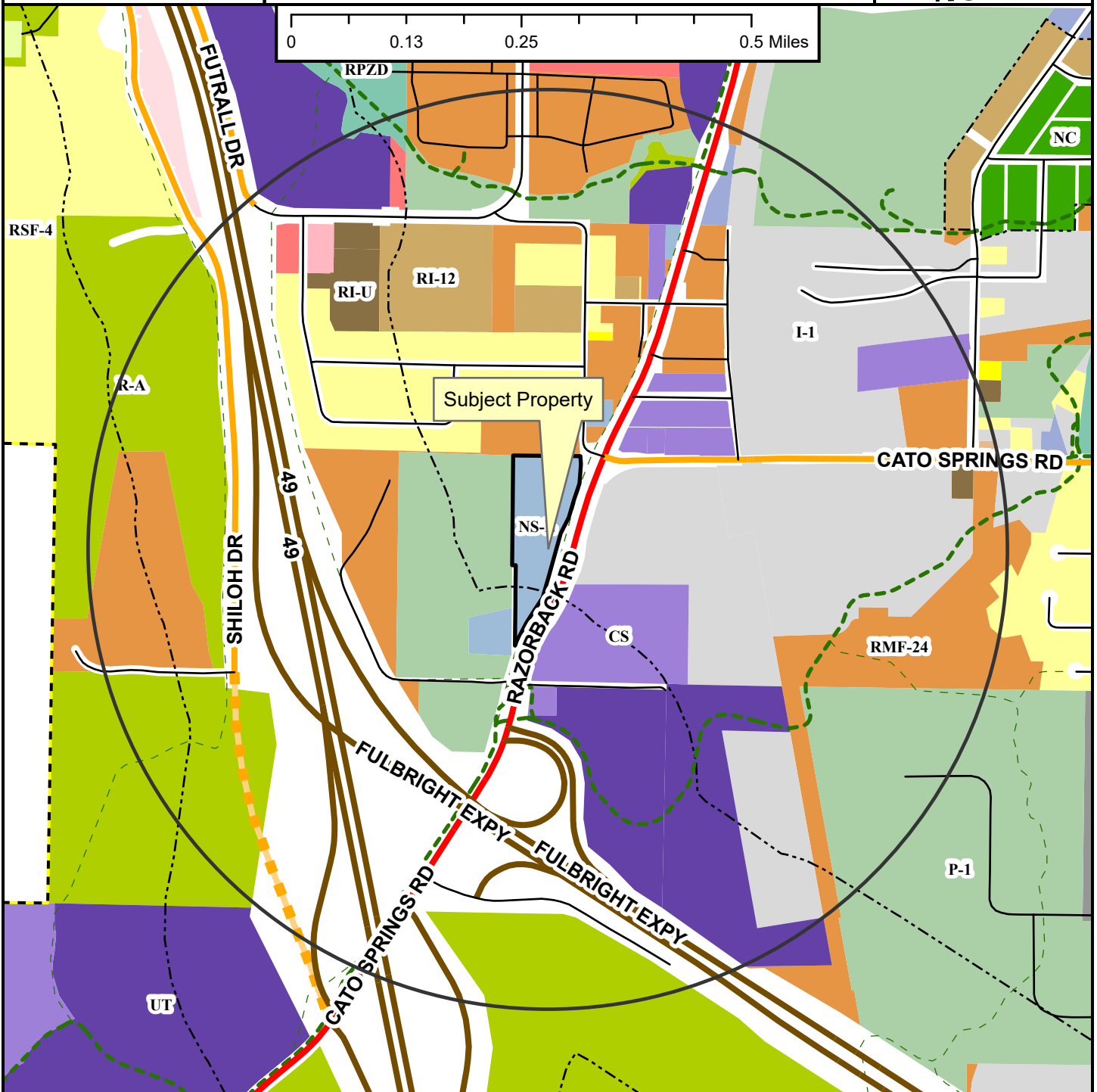
RZN-2025-0009

One Mile View

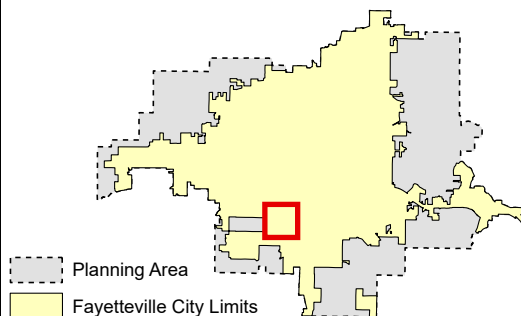
S. RAZORBACK RD & S. ASHWOOD AVE



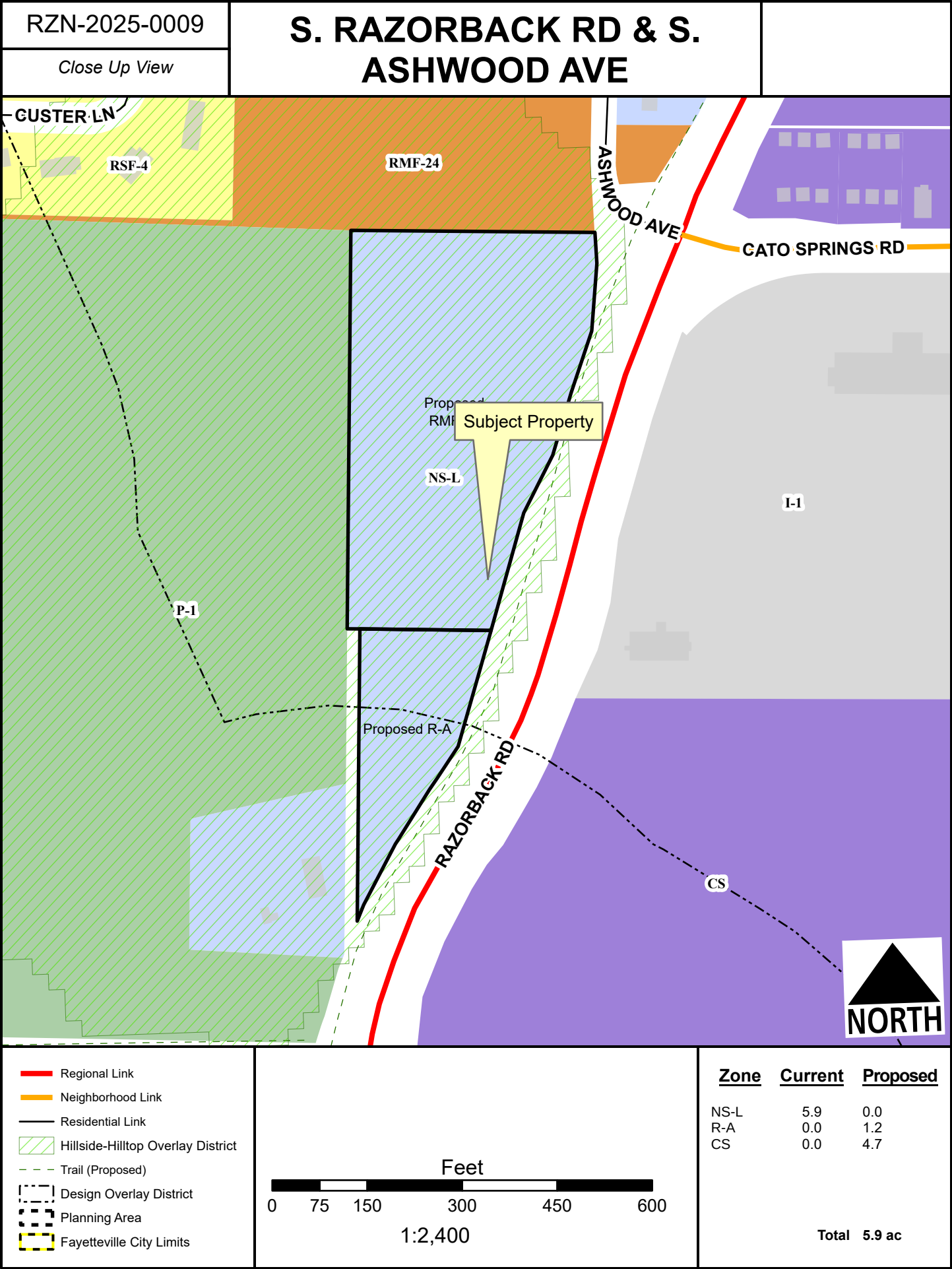
0 0.13 0.25 0.5 Miles



- Regional Link
- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
- NS-G
 - RI-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
- RMF-6
 - RMF-12
 - RMF-13
 - RMF-24
 - RMF-40
- INDUSTRIAL**
- I-1 Heavy Commercial and Light Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
 - INSTITUTIONAL
 - P-1



RZN-2025-0009

Close Up View

S. RAZORBACK RD & S. ASHWOOD AVE

GUSTER LN

RSF-4

RMF-24

ASHWOOD AVE

CATO SPRINGS RD

Proposed RMF-24

Subject Property

NS-L

I-1

P-1

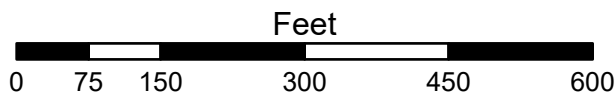
Proposed R-A

RAZORBACK RD

CS



- Regional Link
- Neighborhood Link
- Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Design Overlay District
- Planning Area
- Fayetteville City Limits



1:2,400

Zone	Current	Proposed
NS-L	5.9	0.0
R-A	0.0	1.2
CS	0.0	4.7

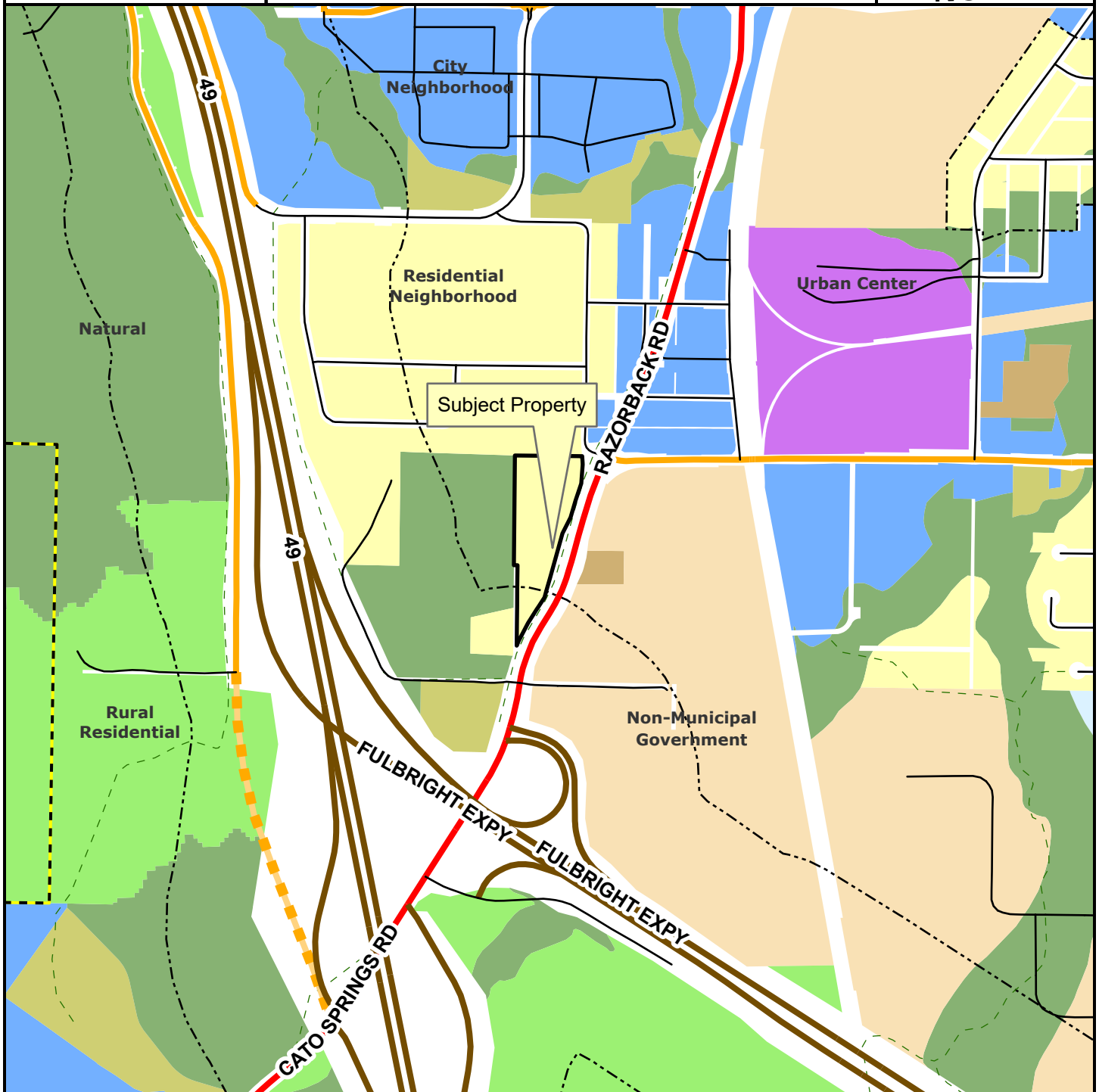
Total 5.9 ac



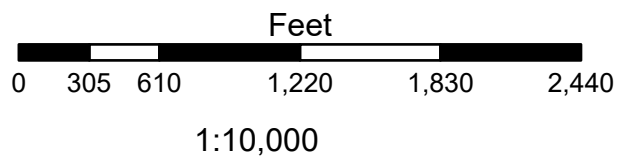
RZN-2025-0009

Future Land Use

S. RAZORBACK RD & S. ASHWOOD AVE



- Regional Link
- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District



- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center



MEETING OF APRIL 15, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Interim Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Wesley Frank, Planner

SUBJECT: **REZONING-2025-0010: (W. VAN ASCHE DR/RHOADS, 210):**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone a portion of a subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in north west Fayetteville a 0.51 mile from the intersection of W. Van Asche Drive and N. Gregg Avenue. The property is zoned C-2, Thoroughfare Commercial and overall contains approximately 81 acres; however the property subject to this rezone is 17.23 acres. The subject area is undeveloped and is partially in the I-540 Overlay District.

Request: The request is to rezone a portion of the property from C-2, Thoroughfare Commercial, to CS, Community Services.

Public Comment: Staff has not received any public comment at this time.

Land Use Compatibility: Staff finds that the requested rezoning is compatible with surrounding land uses. The subject property is located just half a mile west of the N. Gregg Avenue and W. Van Asche Drive intersection. The subject zoning would allow for a mix of services – convenience goods and personal services – in the immediate area. This property is located on an arterial street that is occupied by both commercial and residential zoned districts, which can serve as a mix between the two, although the area is largely undeveloped currently. Staff finds that rezoning this partial would support the surrounding zoning districts and is unlikely to negatively impact surrounding properties. An alternative option is UT, Urban Thoroughfare, as there are multiple nearby UT-zoned districts; this zoning type caters to concentrated commercial and mixed-use developments along major thoroughfares.

C-2 zoned districts encourage commercial enterprises that cater to highway travelers, which would be used by the travelers on the I-49. This zoning type allows for the by-right use of a wide-range of enterprises such as hotels, gasoline service stations, and even commercial recreation. A break in the zoning type with CS allows for more mixed-use options, specifically providing convenience goods and personal services for people and businesses along commercial corridors. CS could support future and current nearby commercial developments by providing housing, neighborhood shopping, and/or less resource-dependent services.

Land Use Plan Analysis: Staff finds that a rezoning to CS would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Urban Center. Although the property also has a low infill score of 2-3, it is located within a 15-minute walk of a Tier 2 center, indicating how the city may intend to develop this area to provide a variety of services and goods. Staff finds that a rezoning to CS would allow for increased development that would be in character with surrounding properties and its proximity to a regional high activity link street. The proposed CS rezoning would allow increased mixed-use development within an area that is currently greenfield and undeveloped, which will compact, complete, and connect future development (Goal #3).

City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as Urban Center. Urban Center Areas contain the most intense and dense development patterns within the City and allow for the tallest and greatest variety of buildings. Urban Center accommodates rowhouses, apartments, local and regional retail, hotels, clean technology industries and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility. Although Urban Center Areas recognize the conventional big box and strip retail centers existing along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same area. Additionally, infill of underperforming or undervalued existing big box and strip centers should be strongly encouraged since there is a greater return on investment for redevelopment of these areas that have existing public infrastructure such as streets, sidewalks, trails, water, sewer and parklands.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **2-3** for this site. The following elements of the matrix contribute to the score:

- Near Water Main (6-inch main on W. Van Asche Drive)
- Near Sewer Main (48-inch south of the site, crossing I-49)
- Near Paved Trail (Clabber Creek Trail)

DISCUSSION:

At the March 24, 2025 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Werner motioned and Commissioner McGetrick seconded. Commissioner Werner discussed how rezoning the property partially to UT would benefit the area; however, he did state that the importance of allowing areas that are focused on residential uses and moving away from auto-oriented uses confirmed his support for a CS zoning. No members of the public spoke at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2025-430

REZONING-2025-0010: (W. VAN ASCHE DR/RHOADS, 210):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-10 FOR APPROXIMATELY 17.23 ACRES LOCATED ON WEST VAN ASCHE DRIVE IN WARD 2 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES

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 changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-2, Thoroughfare Commercial to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2025-430

Item ID

4/15/2025

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Jonathan curth

3/28/2025

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2025-0010: Rezoning (W. VAN ASCHE DR/RHOADS, 210): Submitted by HALL ESTILL ATTORNEY AT LAW for property located on W. VAN ASCHE DR in WARD 2. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 17.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

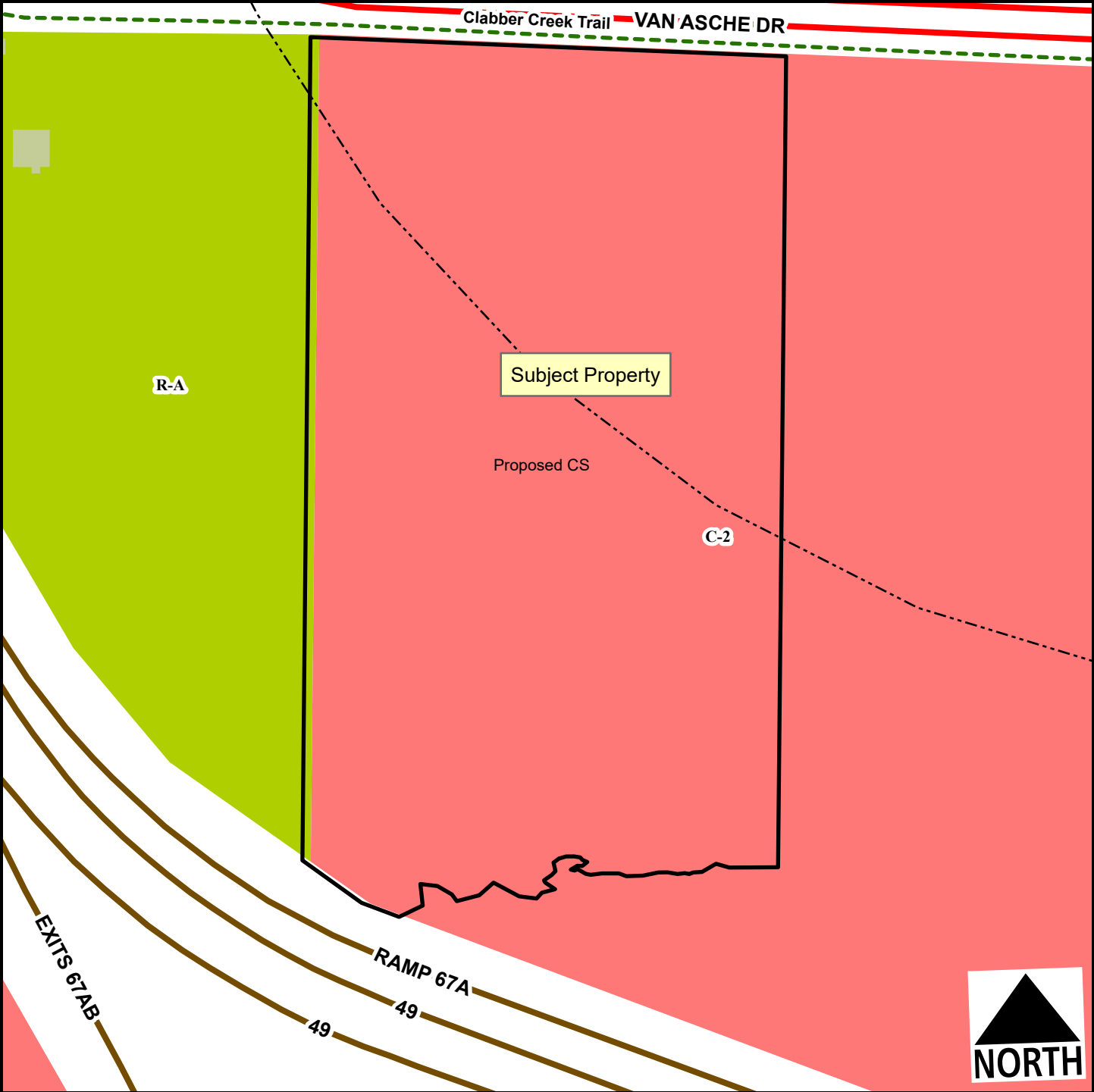
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Regional Link

Freeway/Expressway

Design Overlay District

Planning Area

Fayetteville City Limits

0

75

150

300

450

600

Feet

1:2,400

Zone	Current	Proposed
C-2	18.6	0.0
CS	0.0	19.0
R-A	0.3	0.0
Total		19.0 ac

EXHIBIT B
RZN-2025-0010

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 27, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SAID SECTION 27, AND RUNNING N02°23'19"E 279.95 FEET; N82°03'35"W 148.65 FEET; N58°11'32"W 164.05 FEET; N37°58'10"W 83.74 FEET; N26°09'12"W 266.41 FEET; N37°34'31"W 172.40 FEET; N50°22'38"W 201.70 FEET; N61°58'03"W 434.65 FEET; N67°32'15"W 199.43 FEET; AND N02°33'59"E 261.38 FEET TO THE POINT OF BEGINNING, AND RUNNING THENCE N88°13'47"W 66.94 FEET; THENCE N72°23'10"W 19.04 FEET; THENCE S61°47'12"W 22.45 FEET; THENCE S88°56'59"W 11.78 FEET; THENCE S72°08'09"W 5.96 FEET; THENCE N78°07'55"W 6.53 FEET; THENCE S85°28'46"W 9.86 FEET; THENCE N78°58'31"W 13.63 FEET; THENCE N88°33'45"W 13.05 FEET; THENCE S80°28'06"W 21.32 FEET; THENCE S89°47'47"W 22.79 FEET; THENCE N67°57'00"W 11.05 FEET; THENCE N87°44'10"W 22.92 FEET; THENCE S85°15'13"W 16.01 FEET; THENCE N77°08'17"W 6.76 FEET; THENCE N58°12'49"W 12.93 FEET; THENCE S65°56'41"W 4.39 FEET; THENCE N74°47'38"W 5.64 FEET; THENCE N62°18'59"E 10.43 FEET; THENCE S86°22'54"E 6.77 FEET; THENCE N53°28'21"E 8.98 FEET; THENCE N66°33'34"W 7.25 FEET; THENCE N35°42'09"W 4.71 FEET; THENCE N79°50'00"W 8.86 FEET; THENCE N89°05'50"W 10.85 FEET; THENCE S76°36'32"W 10.06 FEET; THENCE S55°14'26"W 9.32 FEET; THENCE S10°26'28"E 12.11 FEET; THENCE S44°50'08"W 7.36 FEET; THENCE S58°22'01"W 12.81 FEET; THENCE S22°02'21"E 3.43 FEET; THENCE S54°07'53"E 16.67 FEET; THENCE S77°22'47"W 18.95 FEET; THENCE S43°57'59"W 10.76 FEET; THENCE N80°31'02"W 24.19 FEET; THENCE N59°58'50"W 39.82 FEET; THENCE S50°33'28"W 26.08 FEET; THENCE S77°15'36"W 32.04 FEET; THENCE N33°44'07"W 11.43 FEET; THENCE N57°50'13"W 22.96 FEET; THENCE N81°06'03"W 23.69 FEET; THENCE S04°32'45"E 30.00 FEET; THENCE S66°42'03"W 36.03 FEET; THENCE N67°32'15"W 54.96 FEET; THENCE N52°21'17"W 100.14 FEET; THENCE N02°33'59"E 1131.73 FEET TO THE SOUTHERN RIGHT OF WAY OF WEST VAN ASCHE DRIVE, AND RUNNING ALONG SAID RIGHT OF WAY S85°40'25"E 529.44 FEET; AND S85°40'25"E 124.51 FEET; THENCE LEAVING SAID RIGHT OF WAY S02°33'59"W 1114.73 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 17.24 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT OF WAYS OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Wesley Frank, Planner

MEETING DATE: March 24, 2025 **updated w/ meeting results**

SUBJECT: **RZN-2025-0010: Rezoning (W. VAN ASCHE DR/RHOADS, 210):**
Submitted by HALL ESTILL ATTORNEY AT LAW for property located on W. VAN ASCHE DR. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 17.23 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2025-0010** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2025-0010** to the City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north west Fayetteville a 0.51 mile from the intersection of W. Van Asche Drive and N. Gregg Avenue. The property is zoned C-2, Thoroughfare Commercial and overall contains approximately 81 acres; however the property subject to this rezone is 17.23 acres. The subject area is undeveloped and is partially in the Sign Overlay District. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Undeveloped	C-2, Thoroughfare Commercial
South	Undeveloped	Highway
East	Undeveloped	R-A, Residential Agriculture
West	Undeveloped	C-3, Central Commercial

Request: The request is to rezone a portion of the property from C-2, Thoroughfare Commercial, to CS, Community Services.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject property has frontage along W. Van Asche Drive which is classified as a Regional Link. W. Van Asche Drive is an improved street with asphalt paving,

curb and gutter, sidewalk, and trail. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property but will require an off-site water-main extension. There is an existing eight-inch water main along the south side of West Van Asche Drive to the west of the subject property. This line will need to be extended to the site for water service. It will also likely need to be extended to the east to where it can be looped back into the existing water system near North Roosevelt Avenue.

Sewer: Sanitary Sewer is available to the subject property. There is an existing forty-eight-inch sewer line across the southeast corner of the subject property. There are known wet weather sewer capacity issues identified in the City's 2021 Sewer Master Plan that appear in the system on the subject property.

Drainage: Any additional improvements or requirements for drainage will be determined at the time of development. No portion of the property lies within the Hillside/Hilltop Overlay District, nor within a Streamside Protection Zone.

The property does not lie in the FEMA floodplain.

There are hydric soils present on the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.6 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, C-2, Thoroughfare Commercial, requires **15% minimum canopy preservation**. The current zoning district, CS, Community Services, requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as Urban Center.

Urban Center Areas contain the most intense and dense development patterns within the City and allow for the tallest and greatest variety of buildings. Urban Center accommodates rowhouses, apartments, local and regional retail, hotels, clean technology industries and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility. Although Urban Center Areas recognize the conventional big box and strip retail centers existing along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same area. Additionally, infill of underperforming or undervalued existing big box and strip centers should be strongly encouraged since there is a greater return on investment for redevelopment of these areas that have existing public infrastructure such as streets, sidewalks, trails, water, sewer and parklands.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **2-3** for this site with a weighted score of 3. The following elements of the matrix contribute to the score:

- Near Sewer Main (6-inch main on W. Van Asche Drive)
- Near Water Main (48-inch main on 71 Hwy)
- Near Paved Trail (Clabber Creek Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** On the balance of considerations, staff finds that the requested rezoning is compatible with surrounding land uses. The subject property is located just half a mile west of the N. Gregg Avenue and W. Van Asche Drive intersection. The subject zoning would allow for a mix of services – convenience goods and personal services – in the immediate area. This property is located on an arterial street that is occupied by both commercial and residential zoned districts, which can serve as a mix between the two. Staff finds that rezoning the corner to align with the surrounding zoning is unlikely to negatively impact surrounding properties. A consideration tout, Urban Thoroughfare, UT, could be considered as there are multiple nearby UT-zoned districts; this zoning type caters to concentrated commercial and mixed-use developments along major thoroughfares.

C-2 zoned districts encourage commercial enterprises that cater to highway travelers, which would be used by the travelers on the Hwy 71. This zoning type allows for the by-right use on a wide-range of enterprises such as hotels, gasoline service stations, and even commercial recreation. A break in the zoning type with CS allows for more mixed-use options, specifically providing convenience goods and personal services for people and businesses along commercial corridors. CS could assist the commercial

businesses operating in local C-2 zoned properties by providing opportunities such as housing, neighborhood shopping goods, and lesser resource dependent services.

Land Use Plan Analysis: Staff finds that a rezoning to CS would be consistent with the City's adopted land use plans. City Plan 2040's Future Land Use Map designates the property as Urban Center. Although, the property also has a low infill score of 2-3, it is located on the same overall property of a Tier 2, indicated how the city may intend to develop this area to provide a variety of services and goods. Staff finds that a rezoning to CS would allow for increased development that would be in character with surrounding properties and its proximity to a regional high activity link street. The proposed CS rezoning would allow increased mixed-use development within an area that is currently greenfield and undeveloped, which will compact, complete, and connect future development (Goal #3).

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that there is sufficient justification for rezoning a portion of the property from C-2 to CS. Staff finds that the proposed rezoning is compatible with surrounding properties and consistent with the City's future land use plans.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from C-2 to CS could increase traffic in the area. The subject parcel fronts onto a regional link street, which is designed to handle the city's highest service volume street (17,600 vpd).

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to slightly alter the population density since it would allow for more intense residential and/or commercial development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0010 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>March 24, 2025</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Werner			
Second: McGetrick			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.23 - District C-2, Thoroughfare Commercial
 - §161.22 - Community Services
- Request Letter
- Site Map
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

February 12, 2025

VIA PORTAL DELIVERY

City of Fayetteville Planning Commission and Planning Department
125 West Mountain St.
Fayetteville, AR 72701

RE: Rezoning of part of Parcel No. 765-15783-000 at Van Asche Dr.
& U.S. Highway 71 from Commercial – 2 to Community Services

To Whom it May Concern:

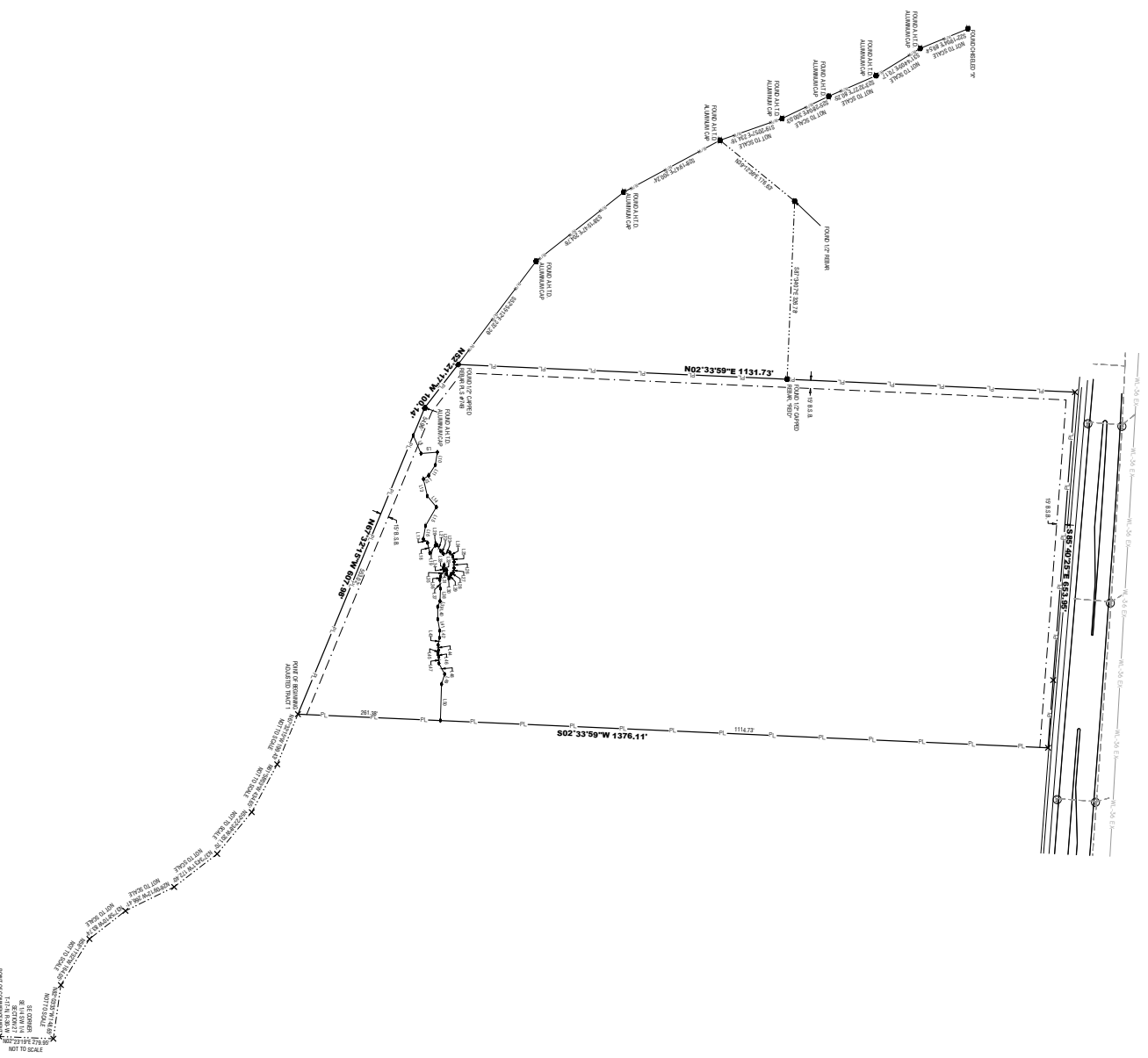
Please consider this letter as a Petition to request the rezoning of the above referenced parcel from its current designation of C2 to Community Services. The Community Services District is designated to provide goods and personal services for persons living in the surrounding residential areas and also allow for mixed use and multi family dwellings.

Further, Community Services is compatible with the surrounding areas and will fit into the future land use of Urban Center and City Neighborhood. Lastly, this rezoning will not unreasonably affect in any adverse way the surrounding land uses. Upon receipt of invoice, we shall pay the filing fee. Please direct all communications to the undersigned.

Sincerely,

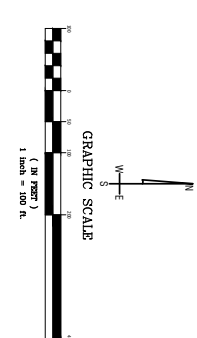

Robert K. Rhoads

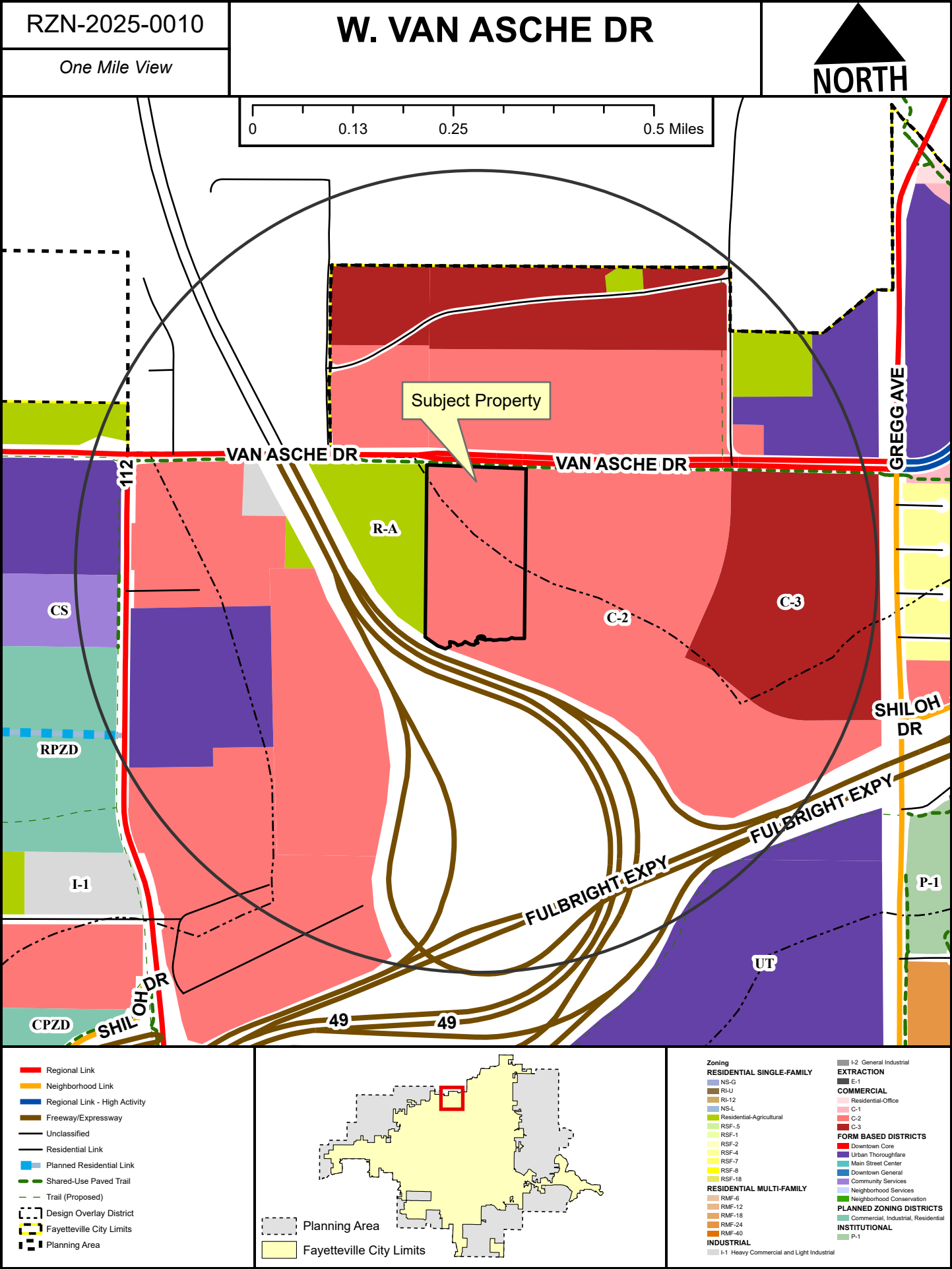
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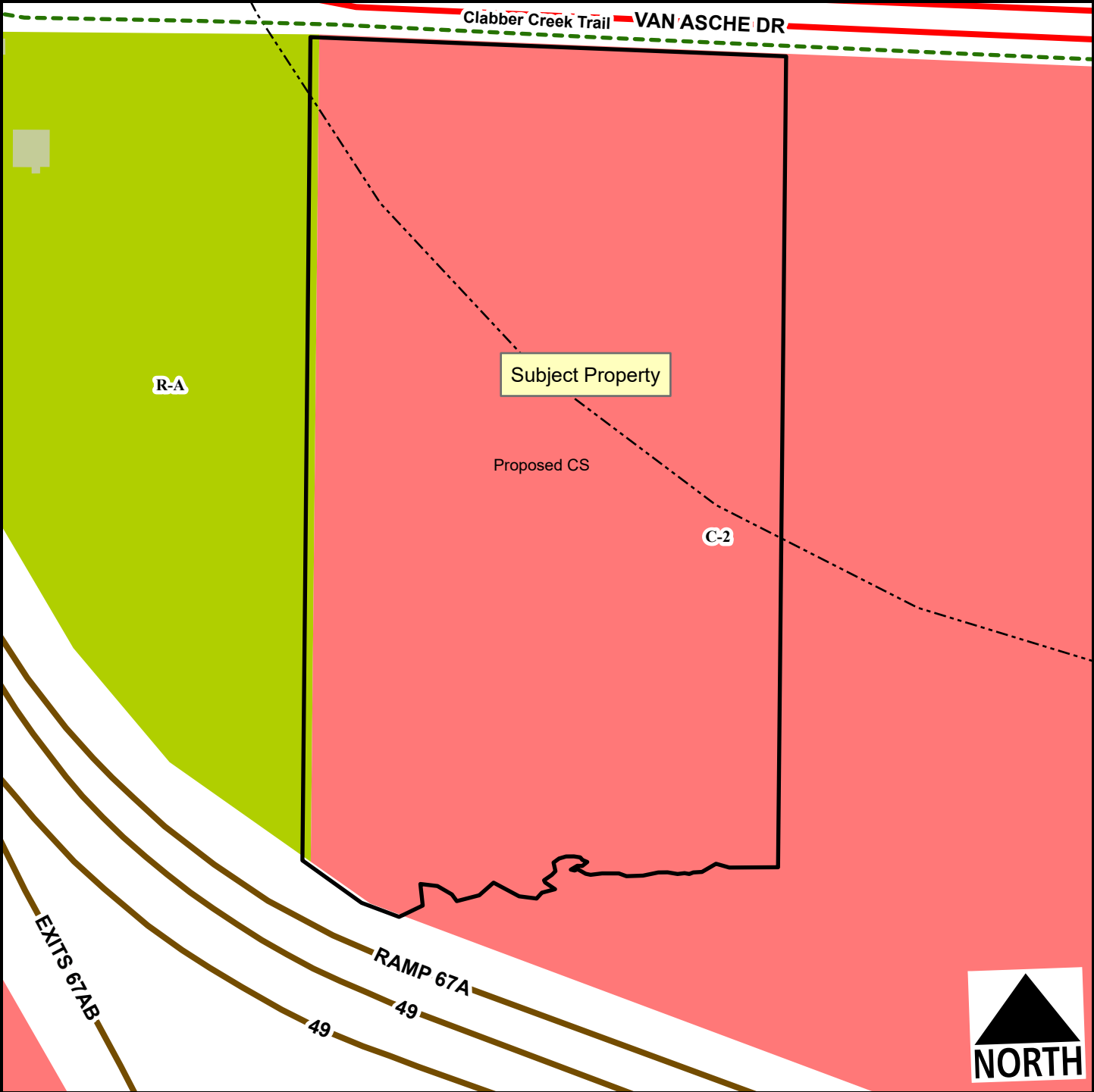


L1		L2		L3		L4		L5		L6		L7		L8		L9		L10		L11		L12		L13		L14		L15		L16		L17		L18		L19		L20		L21		L22		L23		L24		L25		L26		L27		L28		L29		L30		L31		L32		L33		L34		L35		L36		L37		L38		L39		L40		L41		L42		L43		L44		L45		L46		L47		L48		L49		L50		L51		L52		L53		L54		L55		L56		L57		L58		L59		L60		L61		L62		L63		L64		L65		L66		L67		L68		L69		L70		L71		L72		L73		L74		L75		L76		L77		L78		L79		L80		L81		L82		L83		L84		L85		L86		L87		L88		L89		L90		L91		L92		L93		L94		L95		L96		L97		L98		L99		L100																																																																																																																									
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LINE TABLE	
LINE #	DISTANCE
L48	22.49
L49	19.04
L50	66.94

[illegible]





Regional Link

Freeway/Expressway

Design Overlay District

Planning Area

Fayetteville City Limits

Feet

0

75

150

300

450

600

1:2,400

Zone	Current	Proposed
C-2	18.6	0.0
CS	0.0	19.0
R-A	0.3	0.0
Total		19.0 ac

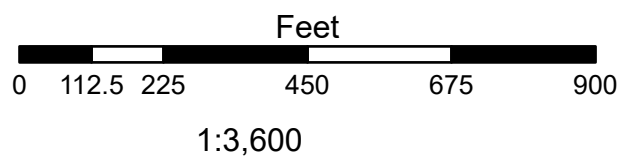
RZN-2025-0010

W. VAN ASCHE DR

Current Land Use



- Regional Link
- Freeway/Expressway
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

