CITY OF
FAYETTEVILLE
ARKANSAS

113 W Mountain Street, Room 101
Fayetteville, AR 72701

Transportation Committee Agenda

(Immediately Following City Council Agenda Session)
City Hall Room 101 / Virtual Meeting Via Zoom
Tuesday, September 30, 2025
5:30 PM

Members
Committee Chair Sarah Moore
Council Member Robert "Bob" Stafford
Council Member Sarah Bunch
Council Member Min. Monique Jones

City Staff
Public Works Director / City Engineer Chris Brown
Assistant Public Works / Transportation Services Director Terry Gulley

Zoom Information

Webinar ID: 860 7794 4565
Registration Link: Zoom Link

Call to Order

Roll Call

New Business

1. **ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605): Submitted By The CITY OF FAYETTEVILLE For Property Located At E. PUMP STATION RD & S. DEAD HORSE MTN RD. The Property Is Zoned P-1, INSTITUTIONAL, And R-A, RESIDENTIAL-AGRICULTURAL And Contains Approximately 434.80 Acres. The Request Is To Modify The Master Street Plan.**

   Review of a proposed Master Street Plan amendment. Staff requests a recommendation from the Committee to the City Council. -

2. **Contract With Michael Baker International For Design Of Improvements To I-49/Stephen Carr**

   Staff requests a recommendation of approval for a contract with Michael Baker Consultants for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements -

3. **E-Scooter Ordinance Revision**

   Staff requests a Transportation Committee recommendation to the City Council for approval of an amendment to City Ordinance 75.01 Operation of Electric Motorized Scooters to remove the requirement for people riding e-scooters to dismount at crosswalks to have right of way. -

Reports and Presentations

4. **Salem Bikeway Plan Review**

Staff recommends approval of bikeway striping plans for N. Salem Bikeway plans from Wedington Dr. to Essex Dr. This item was forwarded by the Active Transportation Advisory Committee (ATAC) -

5. Crosswalk Visibility And Compliance

Overview of mid-block crosswalk enhancements
Woolsey Ave. and North Street crosswalk review -

6. Connected Communities Workshop - November 6Th

-

7. Hwy 112 Median Opening Request

Hwy 112 (Garland Ave) - Request to Modify Raised Median -

Informational Items

8. Hwy 112 Supplement Agreement #3

Hwy 112 Supplemental Agreement #3 with Burns & McDonnell Engineering Company -

9. North Street Agreement Of Understanding

North Street (Garland Ave to College Ave) - Agreement of Understanding with ARDOT -

10. NWARPC Transportation Alternatives Program Grant For Transit Stop Enhancements

Transit Stop Enhancements - Transportation Alternatives Grant Agreement of Understanding with ARDOT in the amount of $150,000 -

Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1814

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From: Jessica Masters, Planning Director

Subject: **ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605): Submitted by the CITY OF FAYETTEVILLE for property located at E. PUMP STATION RD & S. DEAD HORSE MTN RD. The property is zoned P-1, INSTITUTIONAL, and R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 434.80 acres. The request is to modify the master street plan.**

Recommendation:

City Planning staff and the Planning Commission recommend approval of a request to amend the 2040 master street plan to remove an approximately 1-mile stretch of a planned Neighborhood Link Street, extending from E. Pump Station Road to S. Dead Horse Mountain Road, as described and shown in the attached Exhibits 'A' and 'B.'

Background:

The subject area is in southeast Fayetteville and situated between the West Fork of the White River and S. Dead Horse Mountain Road. This area encompasses multiple parcels, including about 223 acres of land that was purchased in 2023 in a three-party agreement with the Watershed Conservation Resource Center, the Beaver Water District, and the City of Fayetteville (Res. 257-22). A significant portion of the site lies within a FEMA-designated floodplain, and hydric soils are present throughout the area.

Request: City staff is requesting an amendment to the 2040 Master Street Plan to remove an approximately one-mile section of a planned Neighborhood Link Street, extending from E. Pump Station Road, across the West Fork of the White River, and ultimately terminating at S. Dead Horse Mountain Road.

Public Comment: Staff received public comment in support of staff's request to remove the connection, and inquiries about the proposal and concerns about any impending residential development.

Discussion:

The planned connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan standards. It was upgraded to a minor arterial in 2011 with the adoption of City Plan 2030 (Resolution 146-11) and then received its current designation in 2020 with the adoption of City Plan 2040 (Resolution 15-20).

The Master Street Plan is intended to serve as a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. The Master Street Plan is not intended to serve as a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the proposed connection's location on property now owned for the purpose of permanent conservation and natural restoration, and that there are multiple City plans to conserve, protect, and rehabilitate this area in perpetuity, staff recognizes that fulfilling this connection may run counter to the public's interest. These plans include redevelopment of Combs Park, which is also in the direct path of the proposed connection. Beyond ownership questions, constructability of this connection is limited, given restrictions on FEMA-protected land, as well as streamside protection requirements that would be costly to achieve (see attached memo from the City Engineering Division on this). While the City recognizes the lack of east/west connections in this area, staff recognize that this location is not feasible. Additionally, due to frequent flooding and environmental constraints along the West Fork of the White River, staff cannot reasonably propose an alternative automotive route and instead recommend reinforcing the planned Saint Paul trail from the Active Transportation Plan for potential emergency vehicle use while limiting further development in the affected area to the east to the extent possible.

At the September 8, 2025 Planning Commission meeting, Commissioners unanimously supported the connection's removal from the Master Street Plan. Commissioners offered little comment, finding that the removal was in line with the City's goals for the area. Two members of the public spoke at the meeting; one was in support of the request to remove the connection, and the other had questions about whether homes would be developed in the area. No housing is proposed with this development.

Budget/Staff Impact:
N/A

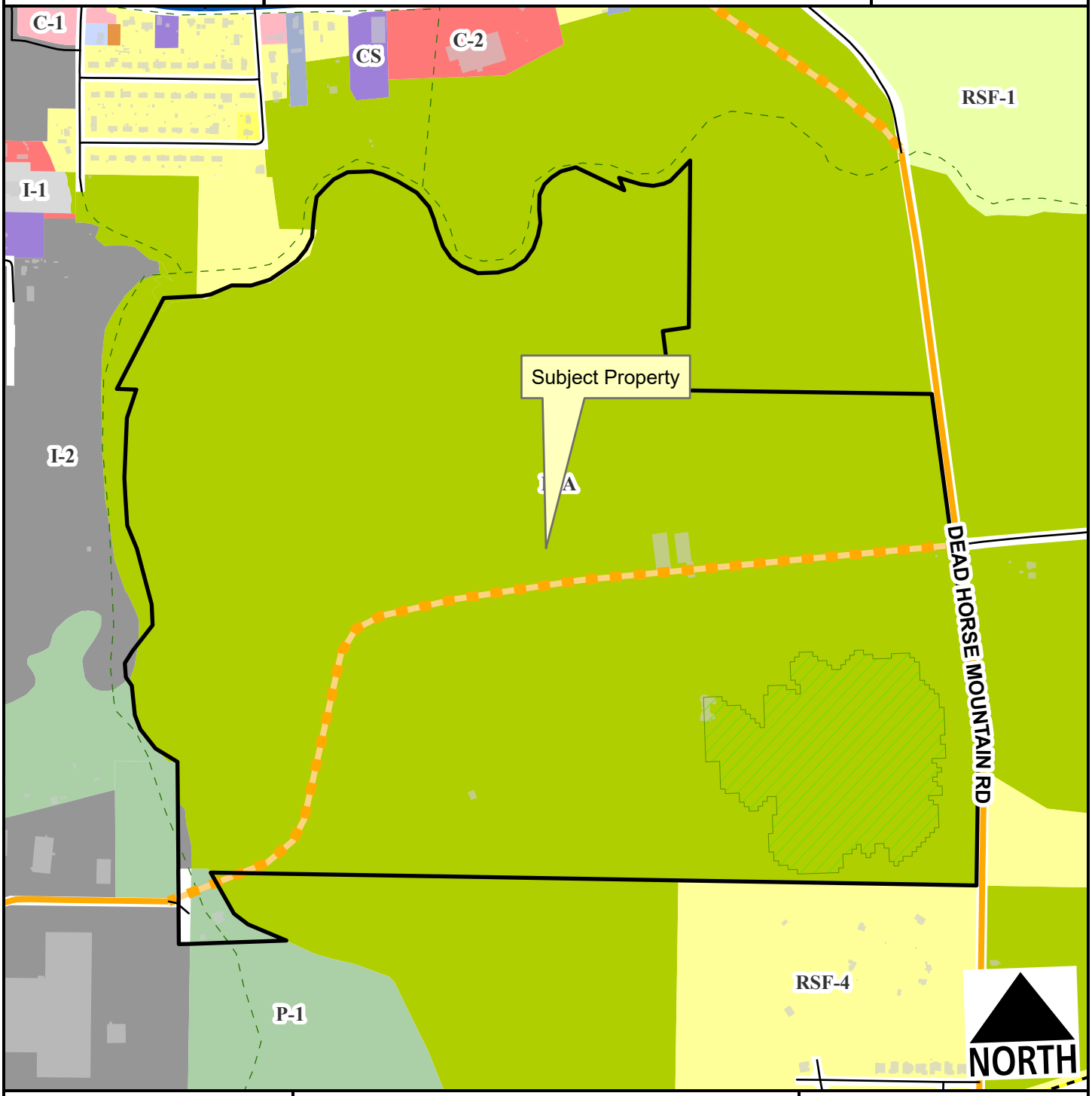
Attachments: EXHIBIT A, EXHIBIT B, PLANNING COMMISSION STAFF REPORT

ADM-2025-0036

Close Up View

E. PUMP STATION RD & S. DEAD HORSE MTN RD

EXHIBIT A



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 287.5 575 1,150 1,725 2,300

1:9,400

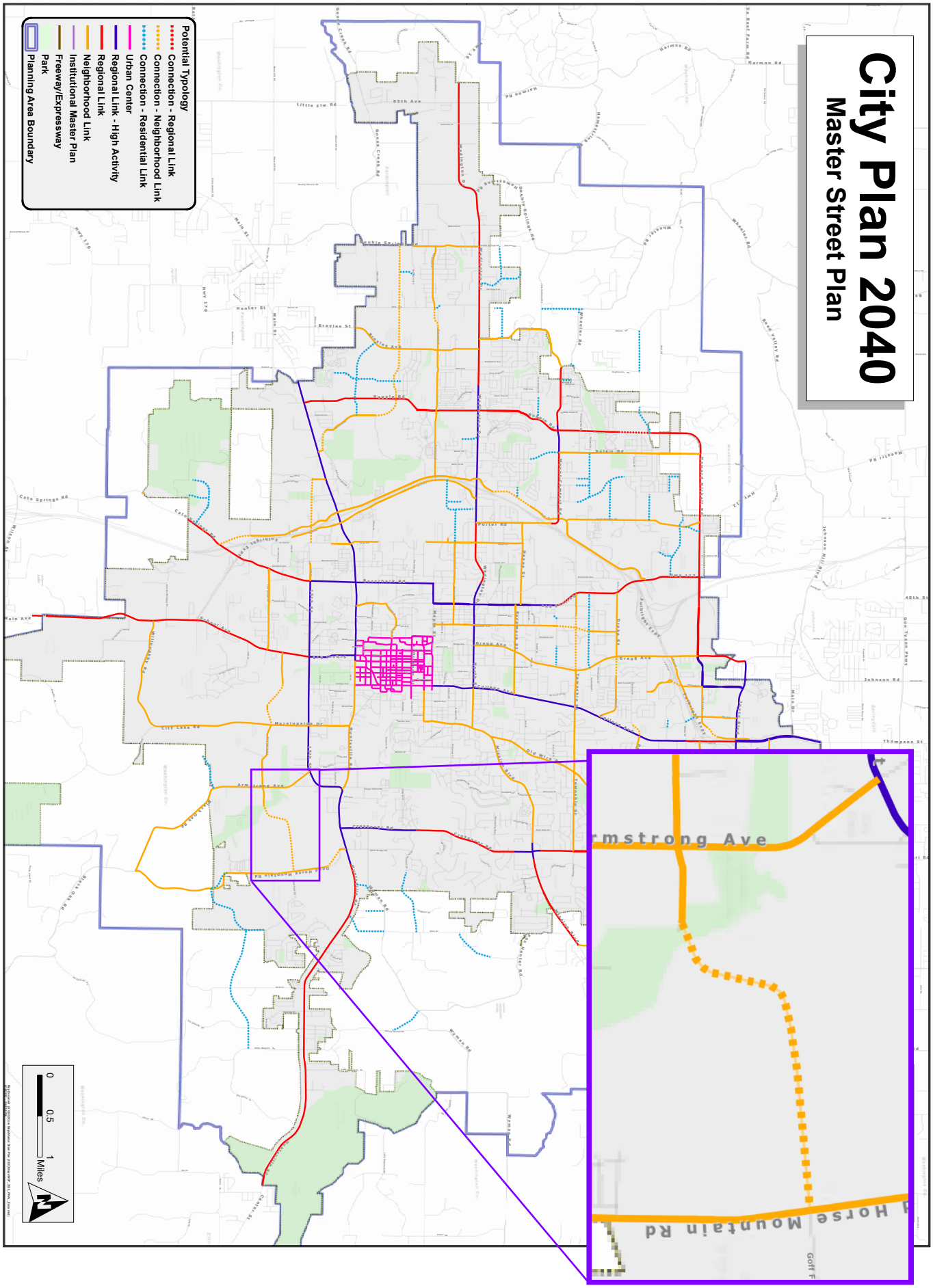


Figure 12.7 - Master Street Plan Map

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jonathan Curth, Development Services Director
Jessie Masters, Planning Director
Justin Bland, Engineering Development Review Manager

MEETING DATE: September 8, 2025

SUBJECT: **ADM-2025-0036: Administrative Item (E. PUMP STATION RD & S. DEAD HORSE MTN RD/ CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON, 604 & 605):** Submitted by the CITY OF FAYETTEVILLE for property located at E. PUMP STATION RD & S. DEAD HORSE MTN RD. The property is zoned P-1, INSTITUTIONAL, and R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 434.80 acres. The request is to modify the master street plan.

RECOMMENDATION:
Staff recommends forwarding **ADM-2025-0036** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ADM-2025-0036** to City Council with a recommendation of approval."*

BACKGROUND:
The subject area is in southeast Fayetteville and situated between the West Fork of the White River and S. Dead Horse Mountain Road. This area encompasses multiple parcels, including about 223 acres of land that was purchased in 2023 in a three-party agreement with the Watershed Conservation Resource Center, the Beaver Water District, and the City of Fayetteville (Res. 257-22). A significant portion of the site lies within a FEMA-designated floodplain, and hydric soils are present throughout the area. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	R-A, Residential-Agricultural
South	Single-Family Residential/Agricultural	R-A, Residential-Agricultural
West	Undeveloped	R-A, Residential-Agricultural; P-1, Institutional
East	Undeveloped	R-A, Residential-Agricultural

Proposal: City staff is requesting an amendment to the 2040 Master Street Plan to remove an approximately one-mile section of a planned Neighborhood Link Street, extending from E. Pump Station Road, across the West Fork of the White River, and ultimately terminating at S. Dead Horse Mountain Road.

DISCUSSION:
The planned connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan standards. It was upgraded to a minor arterial in 2011 with the adoption of City Plan 2030 (Resolution 146-11) and then received its current designation in 2020 with the adoption of City Plan 2040 (Resolution 15-20).

The Master Street Plan is intended to serve as a policy document to help guide decisions regarding location, form, function, design, and classifications of streets. The Plan considers infrastructure and anticipates where new building developments might occur to plan for possible street connections and capital expenditures. The Master Street Plan is not intended to serve as a formal land acquisition, an allocation of funding, or a construction document, nor does it establish a final alignment.

Given the proposed connection's location on property now owned for the purpose of permanent conservation and natural restoration, and that there are multiple City plans to conserve, protect, and rehabilitate this area in perpetuity, staff recognizes that fulfilling this connection may run counter to the public's interest. These plans include redevelopment of Combs Park, which is also in the direct path of the proposed connection. Beyond ownership questions, constructability of this connection is limited, given restrictions on FEMA-protected land, as well as streamside protection requirements that would be costly to achieve (see attached memo from the City Engineering Division on this). While the City recognizes the lack of east/west connections in this area, staff recognize that this location is not feasible. Additionally, due to frequent flooding and environmental constraints along the West Fork of the White River, staff cannot reasonably propose an alternative automotive route and instead recommend reinforcing the planned Saint Paul trail from the Active Transportation Plan for potential emergency vehicle use while limiting further development in the affected area to the east to the extent possible.

Public Comment: Staff has received public comment in response to this request. Most of the public comment has been related to lack of information about the proposal, though staff has also received feedback in favor of removing the connection from the master street plan from the private property owner who owns the land that the street would potentially traverse.

RECOMMENDATION: Staff recommends forwarding this item to City Council with a recommendation of approval with the following conditions:

<u>Conditions of Approval:</u>

1. Approval of the removal of this segment of the Master Street Plan connection does not reflect approval of any planned development; any planned developments must be submitted according to the allowances in relevant city code.

2. When funded, the Saint Paul Trail connection and any associated bridge shall be reinforced and designed to allow for potential emergency vehicle use.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: September 8, 2025	❒ **Tabled**	❒ **Approved**	❒ **Denied**
Motion:			
Second:			
Vote:			

BUDGET/STAFF IMPACT:
None

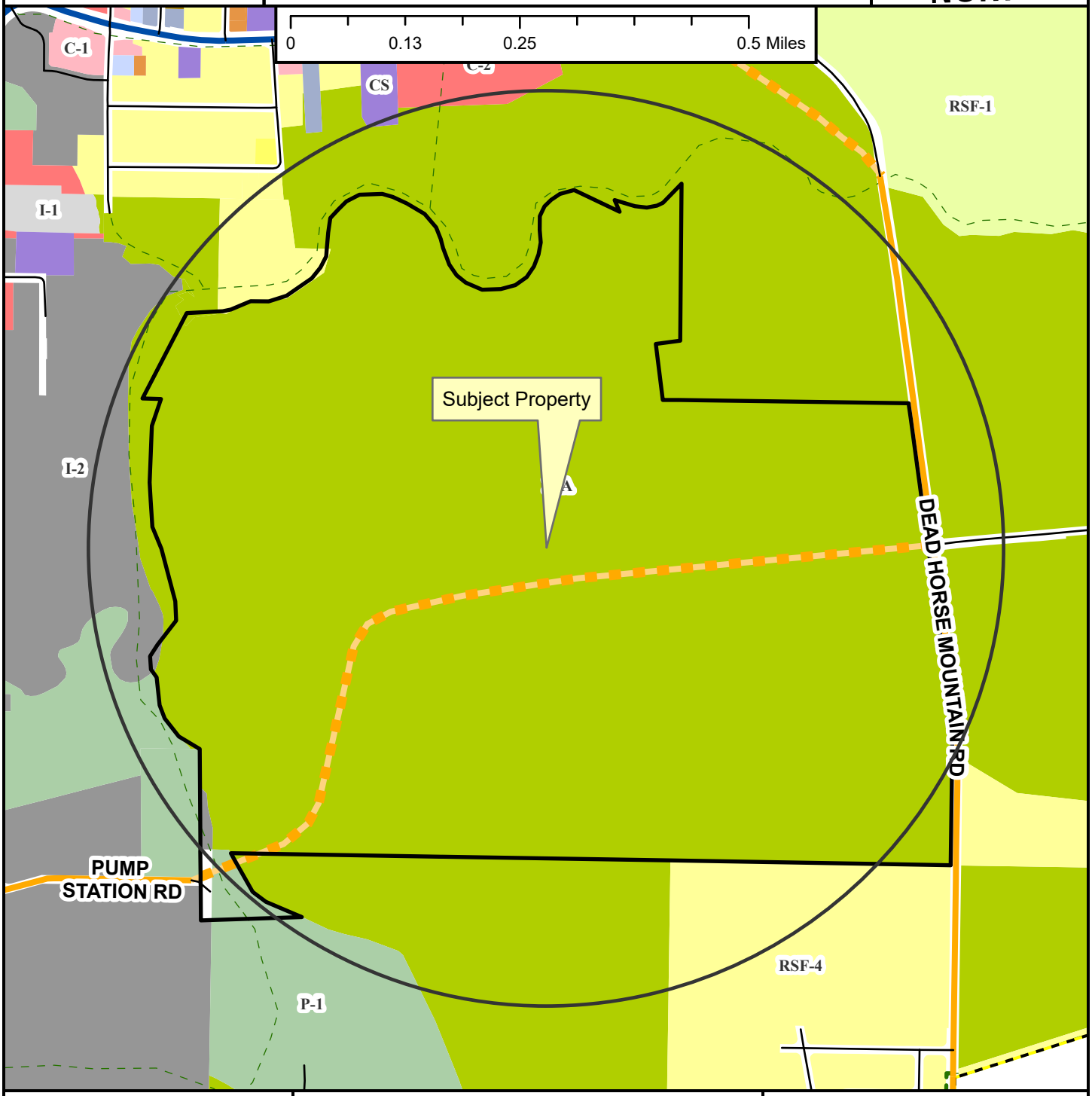
ATTACHMENTS:
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Applicant Request Letter
- Engineering Memo
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit

ADM-2025-0036

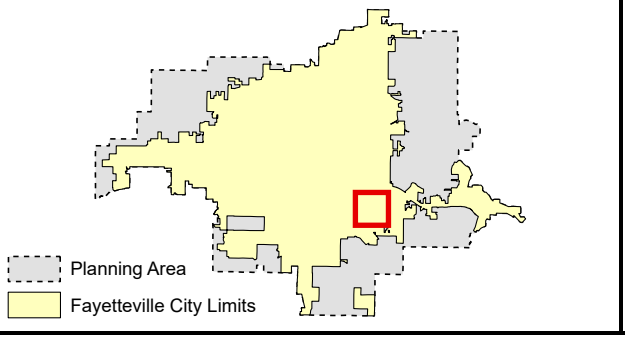
One Mile View

E. PUMP STATION RD & S. DEAD HORSE MTN RD

NORTH



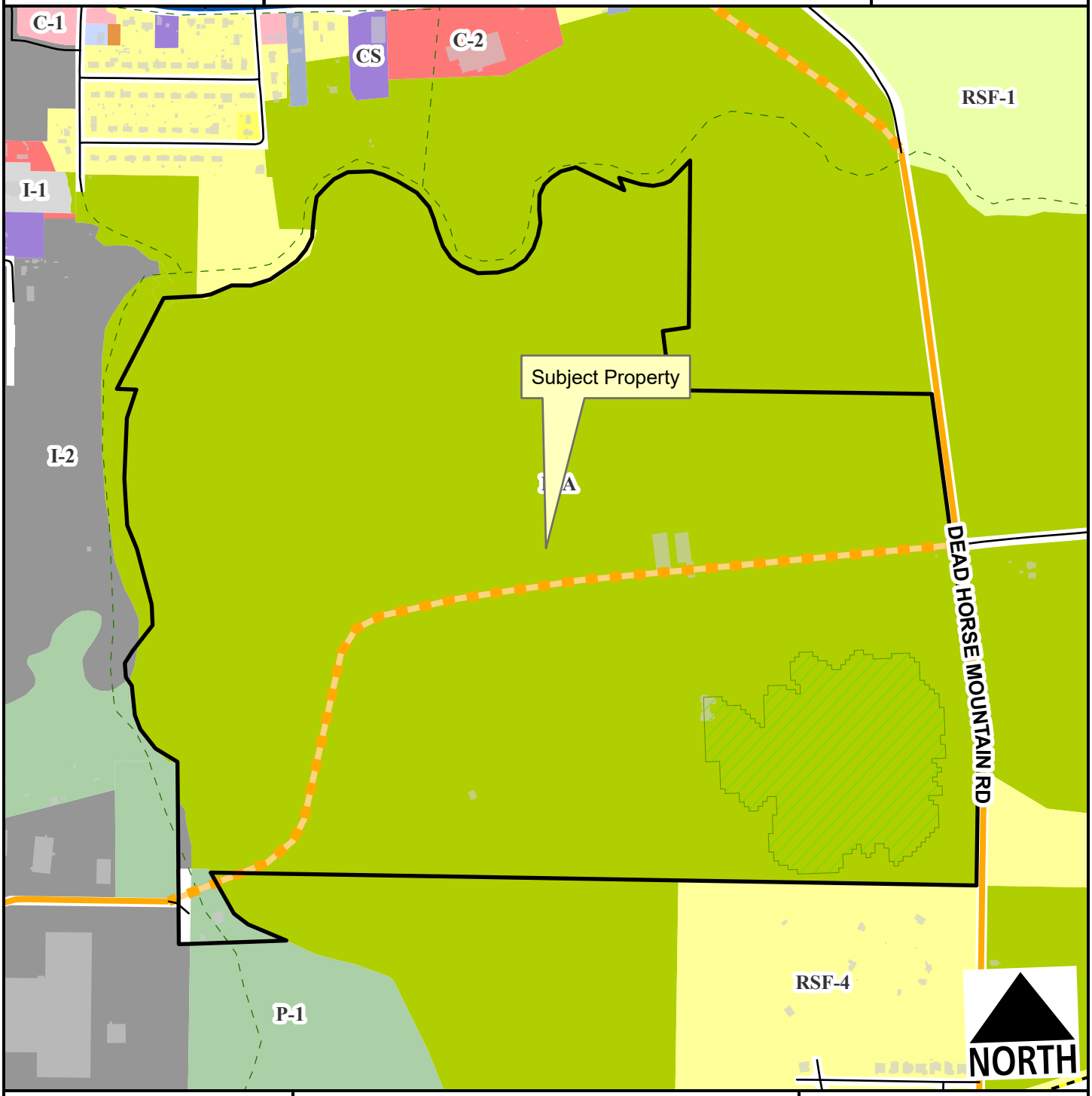
Neighborhood Link
Regional Link - High Activity
Unclassified
Residential Link
Planned Neighborhood Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



ADM-2025-0036

Close Up View

E. PUMP STATION RD & S. DEAD HORSE MTN RD



- Neighborhood Link
- Regional Link - High Activity
- Residential Link
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 287.5 575 1,150 1,725 2,300

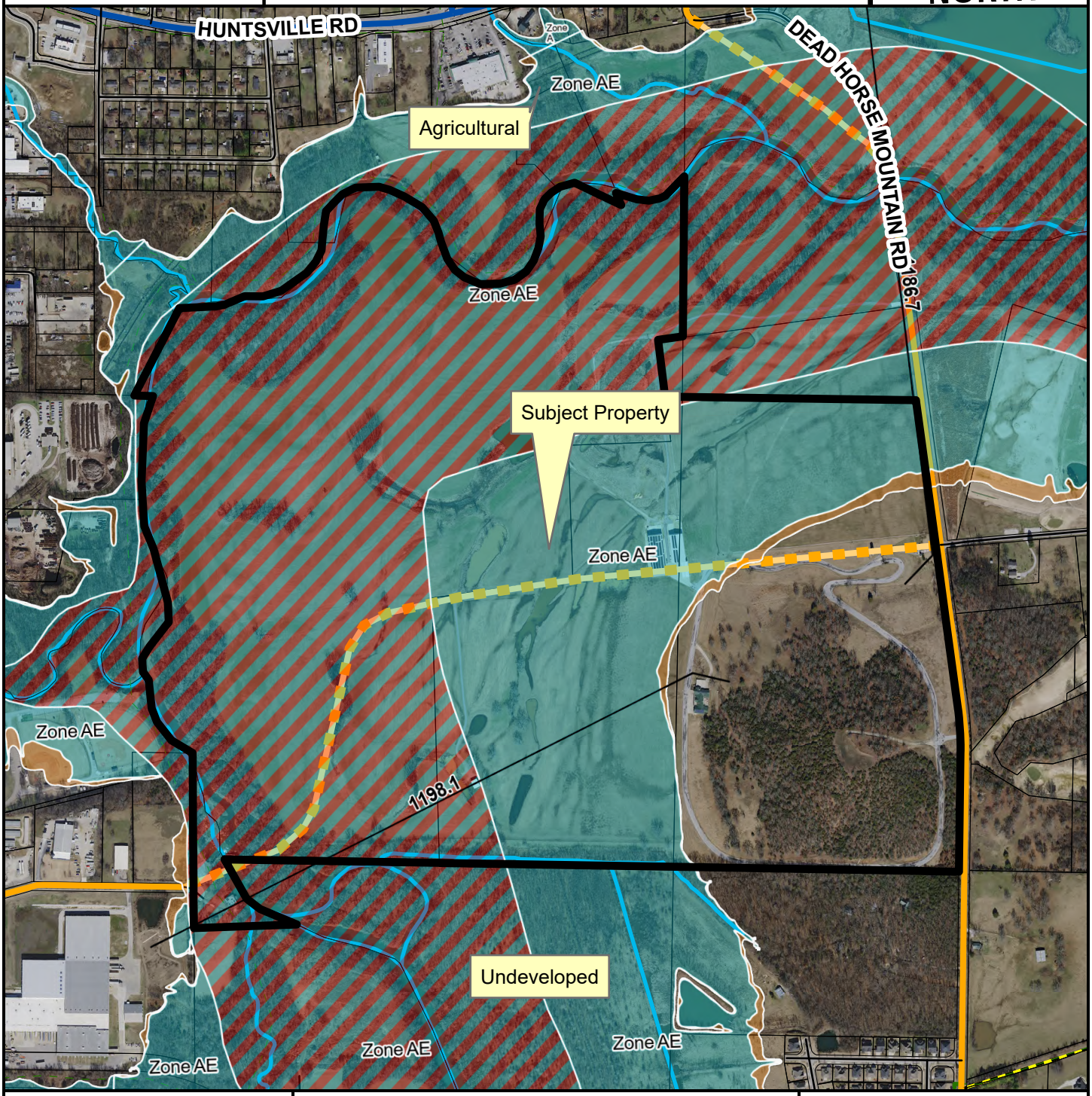
1:9,400

ADM-2025-0036

Current Land Use

E. PUMP STATION RD & S. DEAD HORSE MTN RD

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 300 600 1,200 1,800 2,400

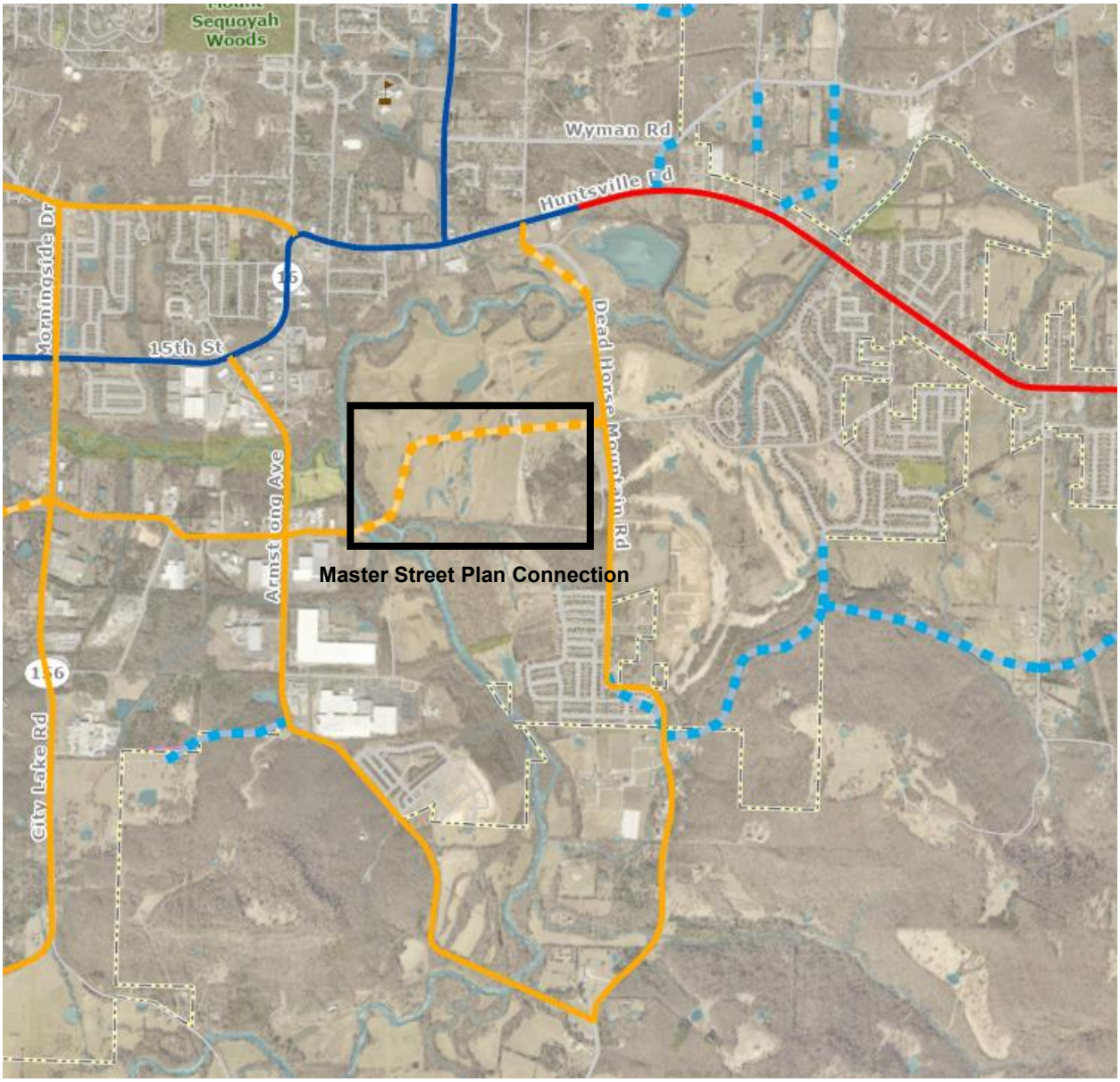
1:9,800

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

Planning Commission and City Council,

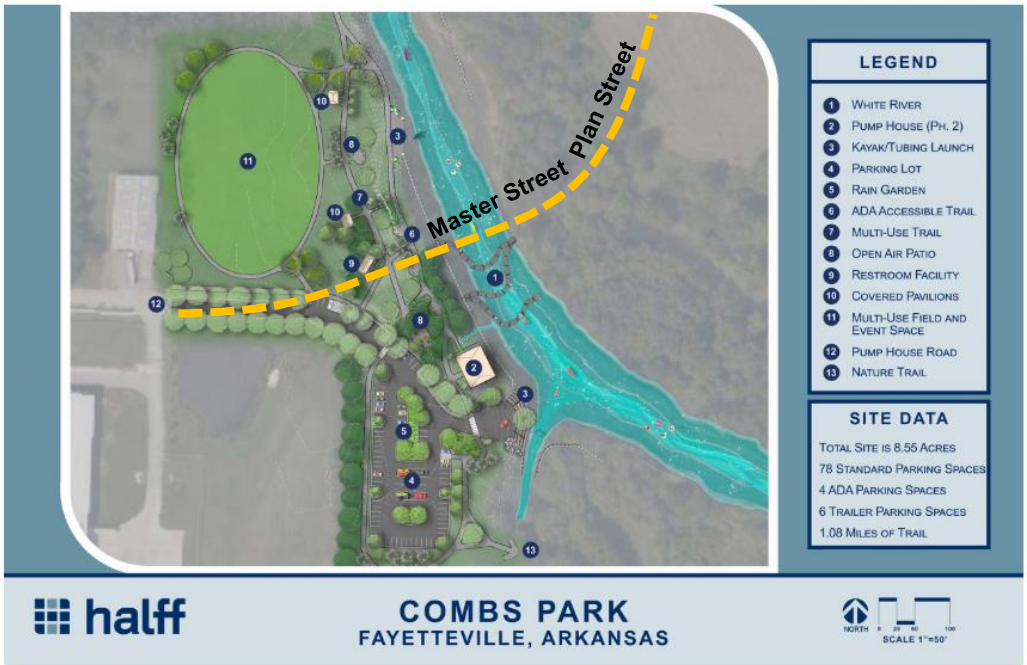
In association with the proposed improvements to Combs Park and the West Fork of the White River, staff requests an amendment to Fayetteville's Master Street Plan to remove a planned Neighborhood Link street. The planned street is located between the east end of Pump Station Road and the intersection of Goff Farm and Dead Horse Mountain Roads. Between these western and eastern points respectively, the connection is proposed to cross a portion of Combs Park, the West Fork of the White River, private property, and a portion of property held in three-party ownership between the City, the Watershed Resource Conservation Center, and Beaver Water District. Along this path, the planned street is aligned along a generally east-west path, with a north-south shift near the West Fork of the White River.



The reasons for staff's request are three-fold. First, since 2020 when the current Master Street Plan was adopted, a larger restoration of the West Fork of the White River has gained momentum. Among the early manifestations of this was a change in ownership of a large portion of the planned street's alignment to the Watershed Resource Conservation Center as a part of a three-party agreement with the City of Fayetteville and Beaver Water District. This land transaction is considered as a clear policy indicator that the property is intended to be conserved for preservation and restoration. A street extension through the area could adversely impact this objective through associated construction and future impacts from run-off. Further indication of the city's commitment to conserving the property came in the form of a 2024 grant award totaling $4,254,743 from the Environmental Protection Agency through the Climate Pollution Reduction Grant program.

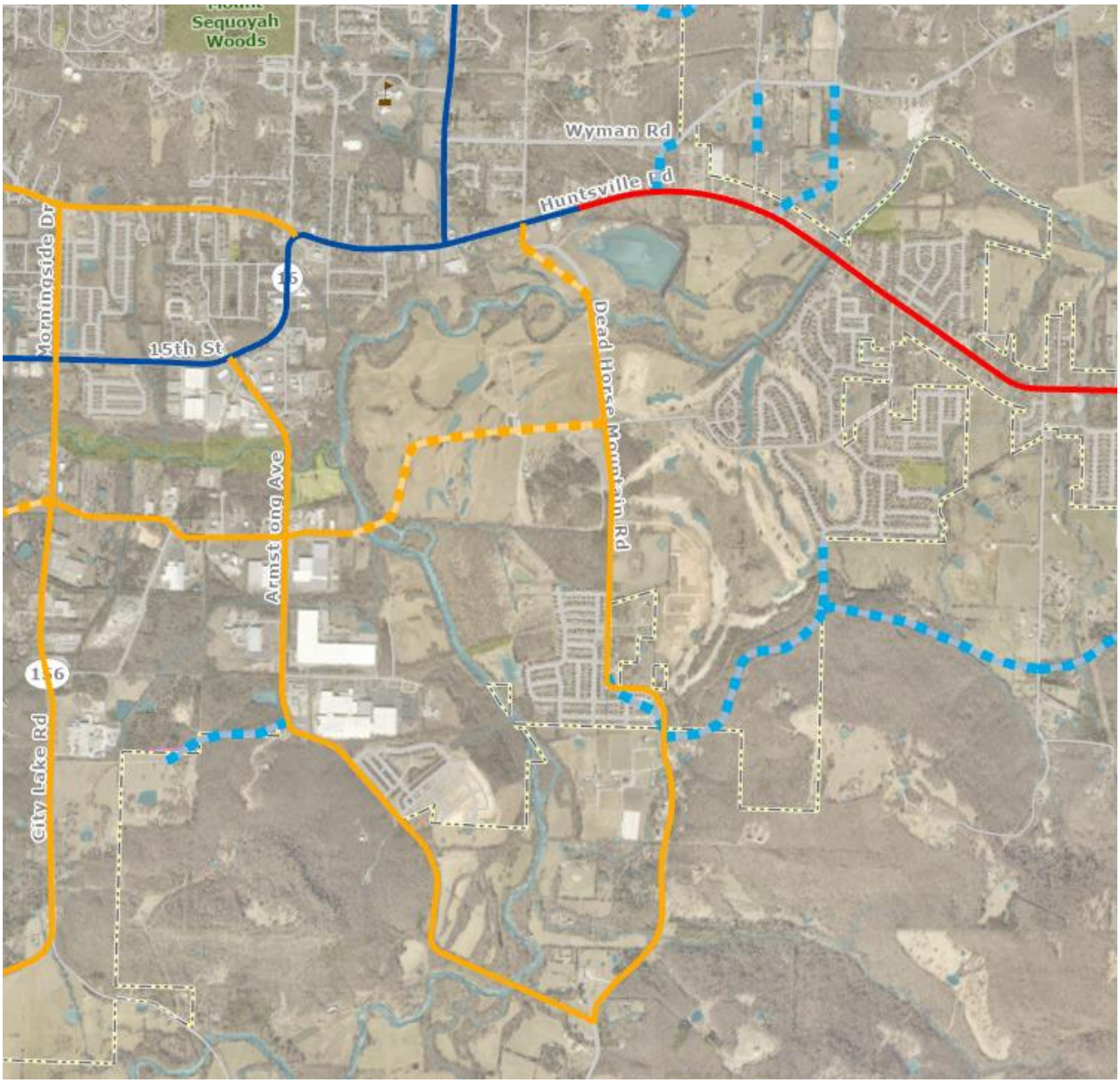
More recently, conceptual design work for Combs Park, located at the western end of the planned street (see below in orange), was finalized and approved by the Parks, Natural Resources, and Cultural Affairs Advisory Board. The plans include extensive river restoration and water recreation for residents. Extension of City Lake Road along any alignment in the area will negatively impact the ability to restore this section of the West Fork of the White River or program the property for its intended Parks use.

Lastly, there are issues of construction and funding feasibility in making the connection of City Lake Road to Goff Farm Road. As noted above, the planned alignment crosses the West Fork of the White River, including approximately 4,000 feet, or 75% of the planned street's length, in floodplain and floodway. While some degree of floodplain and the associated costs have been a consistent factor in the street connection's planning, the combination with the more recent public initiatives outlined above make financial and construction challenges less likely for prioritization in the public's interest.



Of note however, is the impact on area development potential that may occur by removing this connection. Southeast Fayetteville to the east and south of the West Fork of the White River lacks connectivity, with two river crossings in city limits: Dead Horse Mountain Road and Huntsville Road/Highway 16. The planned street that is the subject of this request represents the only potential crossing in approximately three and one-half miles of the West Fork of the White Rivers' course, between Huntsville Road to the northeast and Black Oak Road in unincorporated Washington County to the southwest. The Dead Horse Mountain Road crossing in-between is the subject of regular flooding concerns from residents in the area. Given the breadth of floodplain in the area, conservation priorities, and existing development, staff cannot identify a viable alternative for automotive connectivity, and therefore finds it pertinent to highlight the potential limitations for additional development south and east of Goff Farm and Dead Horse Roads implicit in removing this planned street. In-lieu of an automotive connection, the planned Saint Paul trail connection remains on the Active Transportation Plan, and staff recommends future completion of that river crossing consider reinforced construction that can, in the event of emergency, support the larger vehicles associated with medical, fire, and police response.

Thank you for the consideration of this request.


Sequoyah Woods
Wyman Rd
Huntsville Rd
Morningside Dr
15th St
Dead Horse Mountain Rd
Armstrong Ave
City Lake Rd

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessie Masters, Development Review Manager

FROM: Justin Bland, Engineering Development Review Manager

DATE: August 29, 2025

SUBJECT: **Planning Commission Engineering Comments for ADM-2025-0036**

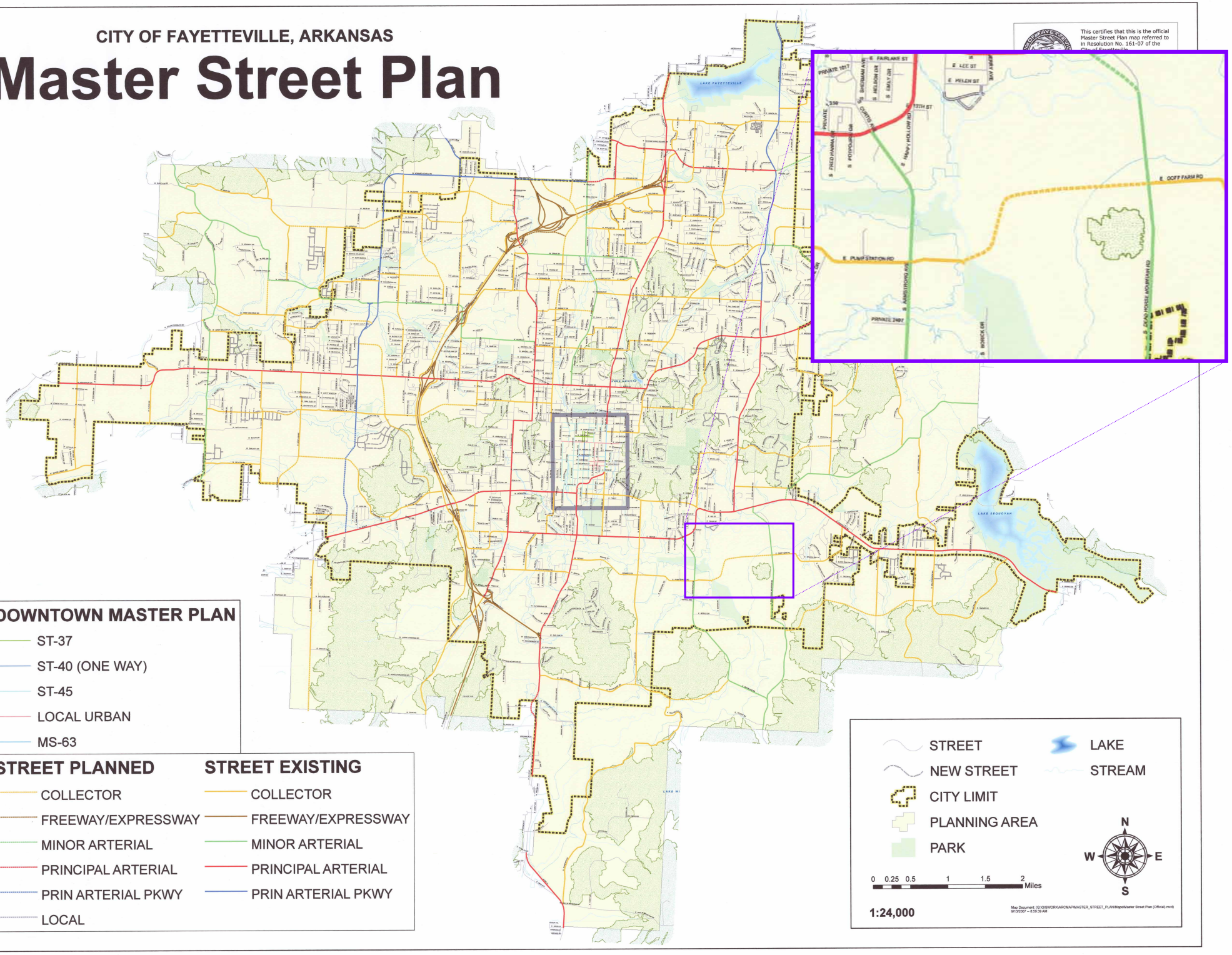
Engineering Staff is supportive of the request to remove a section of E. Pump Station Road from the Master Street Plan due to significant environmental, regulatory, and financial challenges associated with its design and construction. This section of roadway would face several hurdles for its design and construction, including:

- **River and Floodplain Crossing**: The route crosses a wide section of the protected West Fork of the White River including approximately 2,350 linear feet of floodway and an additional 1,800 linear feet of flood plain. A roadway design would have to adhere to the requirements of the City's Flood Damage Prevention Code in addition to any FEMA requirements.
- **Hydric Soils and Wetlands**: The alignment traverses approximately 4,100 linear feet of land with hydric soils, which may indicate the presence of regulated wetlands. The discovery of wetlands would necessitate additional permitting from the U.S. Army Corps of Engineers and would likely increase project complexity, cost, and localized environmental impacts.
- **Streamside Protection Area**: The road would cross approximately 700 linear foot of streamside protection area.
- **Conservation Impacts**: The project would impact land on the east side of the river that has been designated for conservation by the City and the property owner, the Watershed Conservation Resource Center.
- **Regulatory Permitting**: Additional permitting could be required by the Arkansas Department of Environmental Quality, the EPA, and other regulatory agencies.

A roadway design that addresses all these issues would likely be very expensive and difficult to construct. The proposed crossing is located at one of the widest sections of the floodplain, which is the primary basis for the Engineering Staff's recommendation. Ideally, any river crossing would be located at an area with a narrower floodplain to minimize these environmental and design challenges.

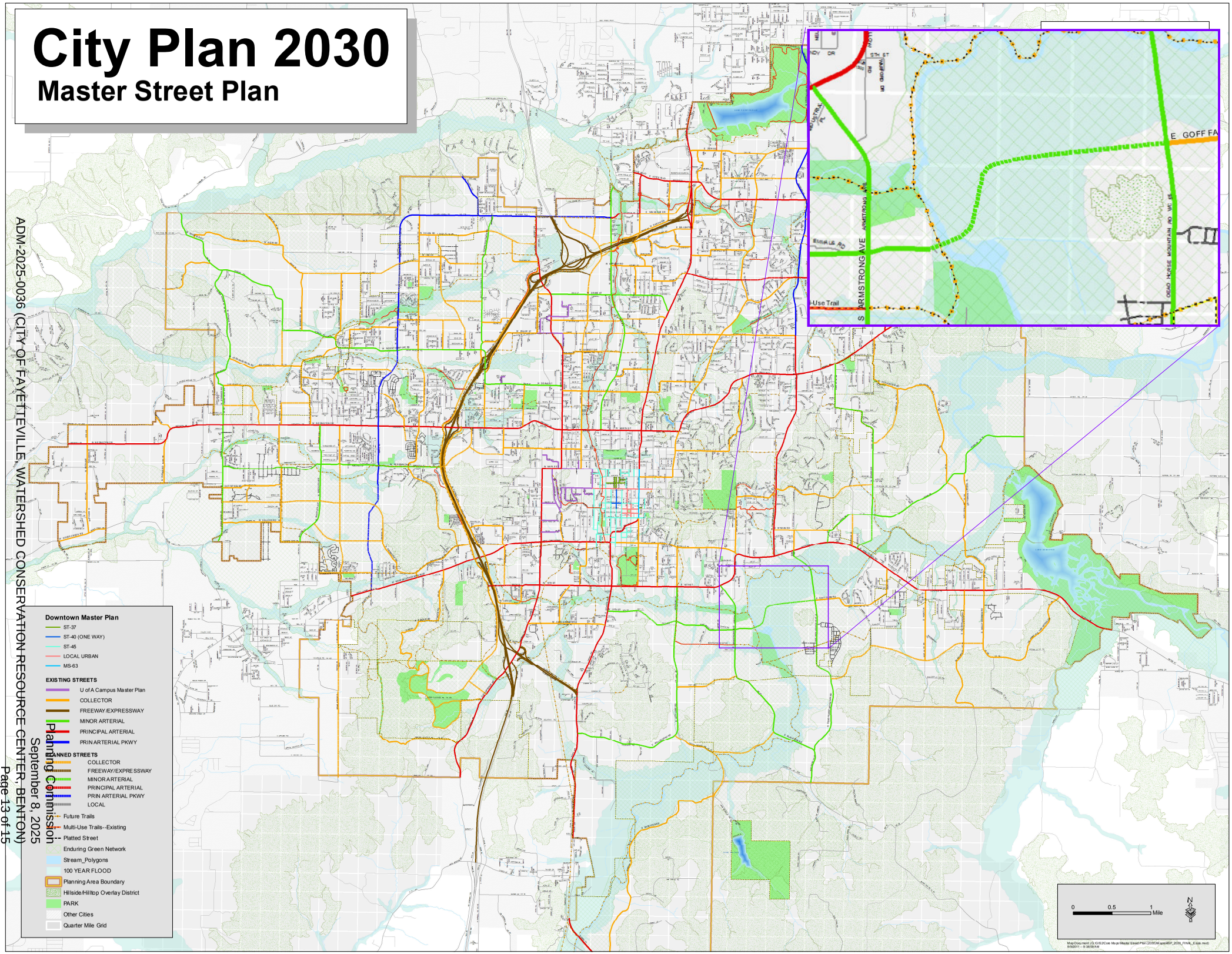
CITY OF FAYETTEVILLE, ARKANSAS

Master Street Plan



City Plan 2030

Master Street Plan



ADM-2025-0036 (CITY OF FAYETTEVILLE, WATERSHED CONSERVATION RESOURCE CENTER, BENTON)

Planning Commission
September 8, 2025

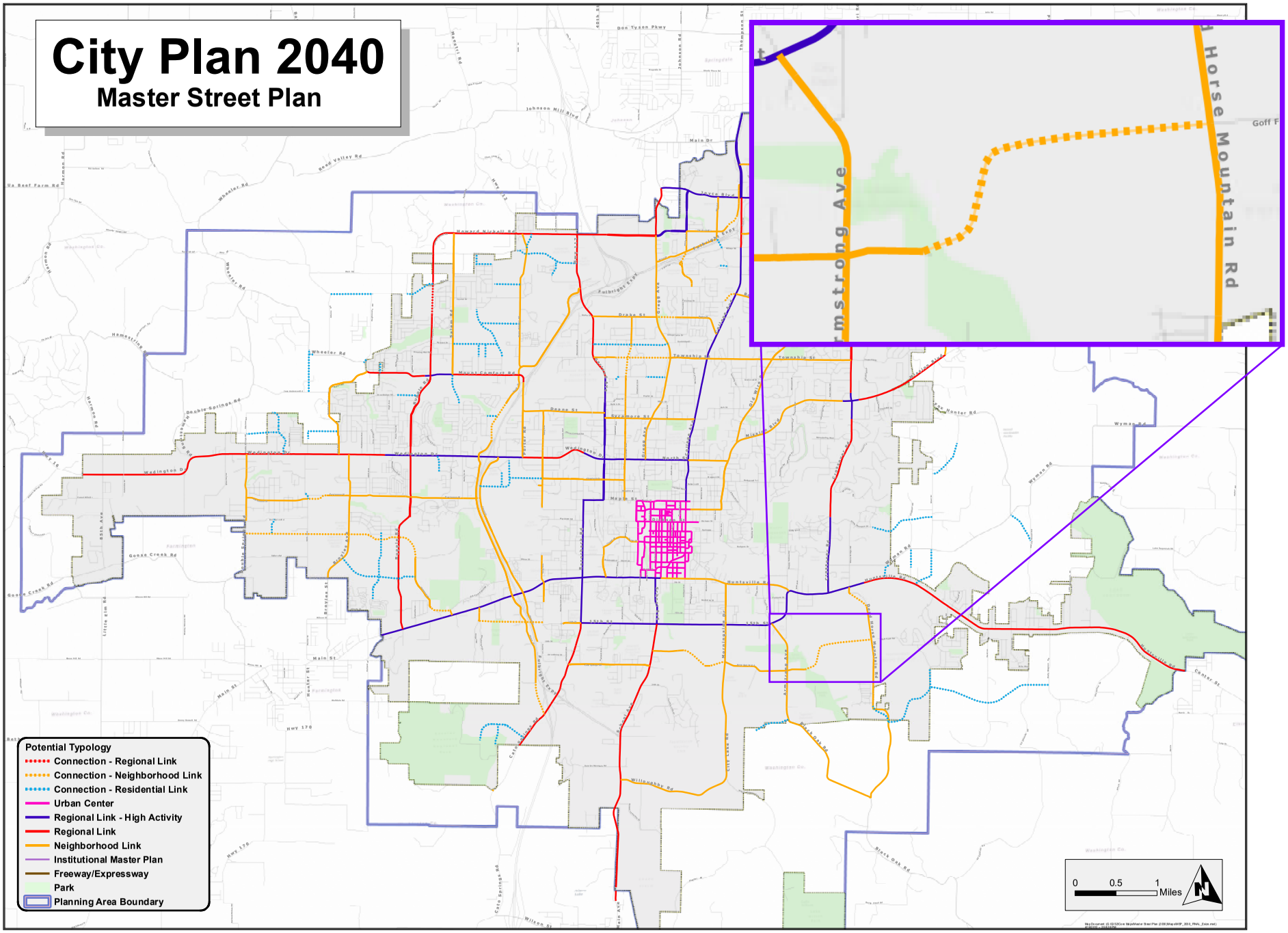
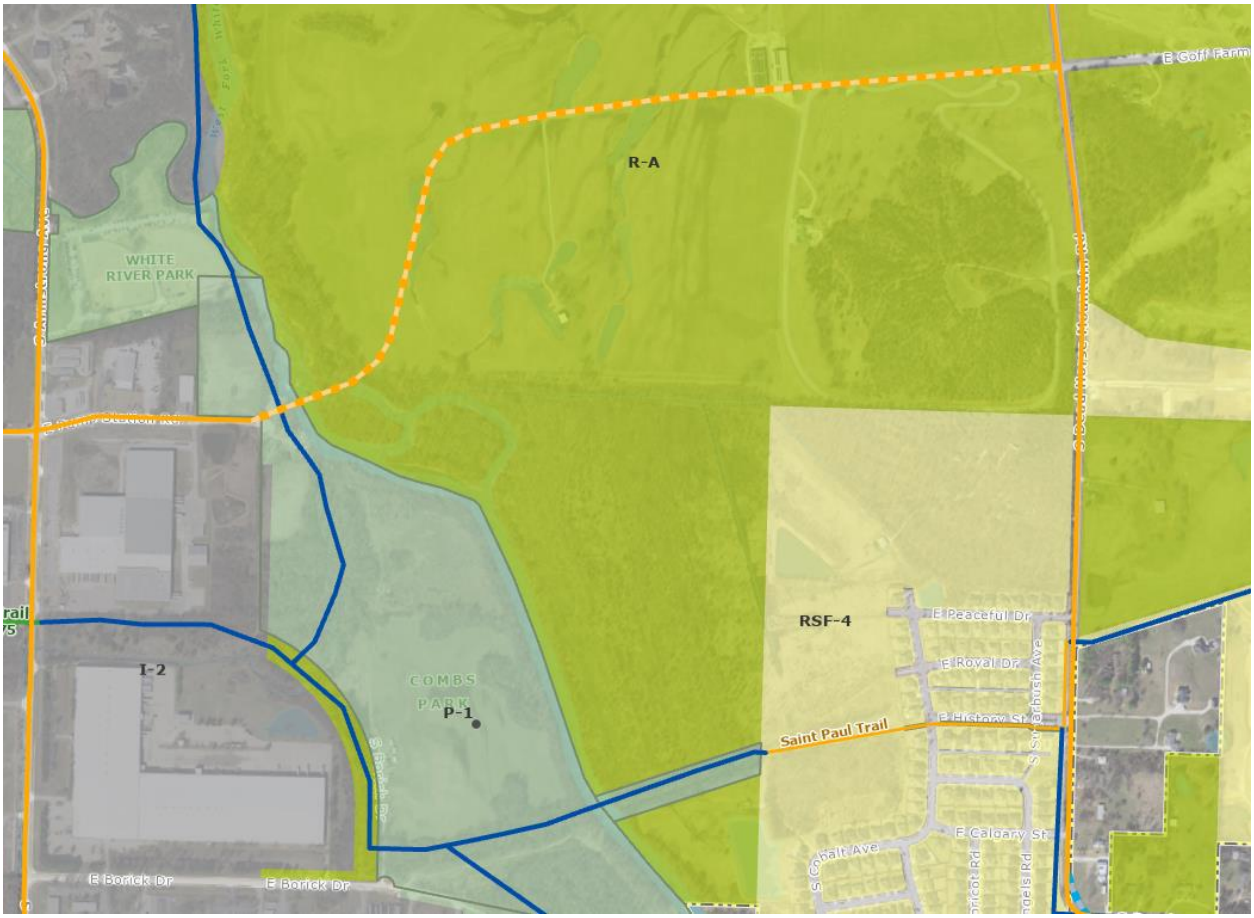


Figure 12.7 - Master Street Plan Map

SAINT PAUL TRAIL TO THE SOUTH



CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1889

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From: Paul Libertini, Staff Engineer

Subject: **Staff requests a recommendation of approval for a contract with Michael Baker Consultants for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements**

Recommendation:
Staff recommends that the City Council authorize the Mayor to sign the necessary documents provided by the Arkansas Department of Transportation (ARDOT) to issue Task Order No. 018 to Michael Baker International, Inc. for evaluation of alternatives for improvements to the intersection of Stephen Carr Memorial Boulevard and the northbound on/off-ramps for Interstate 49 and approve a Budget Adjustment in the amount of $812,500 to recognize federal aid funding of $650,000 and the required 20% local match of $162,500.

Background:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Urban Area continues to grow significantly to a recorded 373,687 population in the 2020 Census. In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately $12,000,000 per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

An application for federal funding of the I-49/Stephen Carr Memorial Blvd. Interchange Improvements Project was submitted to and selected by the Northwest Arkansas Regional Planning Commission (NWARPC). On May 22, 2024, the NWARPC approved funding of the design and environmental phases for $650,000 (80%) from STBGP-A funds, but the City must provide a 20% local match of $162,500 for a total of $812,500. Other project phases such as right of way, utilities and construction will be submitted for future year's available STBGP-A funding.

On December 4, 2024, City Council approved Resolution 291-24 authorizing the Mayor to sign the Agreement Of Understanding (AOU) with ARDOT to design and construct this project. The AOU was fully executed on January 29, 2025.

Discussion:
The Local Programs Division of the ARDOT has recently established On-Call Consultants for use by Cities in order to streamline the project development process. The City has requested an On-Call Consultant to evaluate alternatives for this interchange improvement which include a roundabout, signalization, and ramp widening. ARDOT chose Michael Baker International, Inc. from their list of approved consultants and has created Task Order No. 018 for approval by the City. This Task Order is for the study/alternatives phase only with a fee of $97,850. Once this phase is complete and an alternative is selected by the City, then the project

will enter into the design phase which will be presented to the City Council at a future date for approval.

The budget adjustment attached recognizes the full federal grant match of $650,000 and the required local match of $162,500. Future design phases will be paid from this budget.

Budget/Staff Impact:
This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the project amount and the City will pay the 20% match. Based on the Task Order fee of $97,850 for the study/alternatives phase, the Federal-aid portion will be $78,280 and the City's match $19,570. The Federal portion will be paid from the Surface Transportation Block Grant Program - Attributable (STBGP-A) funds. City funds will be from the Bond Program Grant Matching fund.

Account #	Project #	Amount
4601.860.7218-5860.02	46020.7218.1040	$78,280.00
4702.860.7218-5860.02	46020.7218.1040	$19,570.00
TOTAL		$97,850.00

Attachments: SRF I-49/Stephen Carr Mem. Blvd. Interchange Improvements, NWARPC STBGP-A FFY2025 Fayetteville Award Letter, BA NWARPC Grant - I-49/Stephen Carr Mem. Blvd. Interchange Improvements, Resolution 291-24 Authorization to Sign the Agreement of Understanding, Email to Mayor from ARDOT 8-20-25, On-Call Task Order No. 018, On-Call Master Agreement Addendum, On-Call Services Master Agreement

City of Fayetteville Staff Review Form

2025-1705

Item ID

10/21/2025

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

Paul Libertini	9/23/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends that the City Council authorize the Mayor to sign the necessary documents provided by the Arkansas Department of Transportation (ARDOT) to issue Task Order No. 018 to Michael Baker International, Inc. to evaluate alternatives for the intersection of Stephen Carr Memorial Boulevard and the northbound on/off-ramps for Interstate 49 and approve a Budget Adjustment in the amount of $812,500 to recognize federal funding of $650,000 and the required 20% local match of $162,500.

Budget Impact:

Account Number	Fund
4601.860.7218-5860.02	Bond Program Grant Matching
4702.860.7218-5860.02	Street Projects Bonds

Project Number	Project Title
46020.7218.1040	Streets Bond Projects - Midtown Corridor, Midtown I49 Interchange

Budgeted Item?	Yes	Total Amended Budget	$	2,478,276.00
		Expenses (Actual+Encum)	$	1,504,690.17
		Available Budget	$	973,585.83
Does item have a direct cost?	Yes	Item Cost	$	97,850.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	812,500.00
		Remaining Budget	$	1,688,235.83

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 291-24

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

NWA Regional Planning Commission

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125 • Fax: (479) 751 7150 • http://nwarpc.org

June 6, 2024

Mayor Lioneld Jordan
City of Fayetteville
113 W Mountain
Fayetteville, AR 72701

Re: Stephen Carr Memorial Dr / I-49 Interchange Impvts. (Job No. TBD) – Design/Environmental
NWARPC FFY 2025 Surface Transportation Block Grant Program – Attributable (STBGP-A)
Total NWARPC Federal Funds Awarded to Project: $650,000

Dear Mayor Jordan:

I am pleased to inform you the Stephen Carr Memorial Dr / I-49 Interchange Impvts. (Job No. TBD) was selected by the Northwest Arkansas Regional Planning Commission on May 22, 2024, for Federal Fiscal Year (FFY) 2025 NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding.

The awarded FY2025 NWARPC STBGP-A funds and the required local match are shown below:

NWARPC STBGP-A	**$650,000**	**(80% Federal)**
City Match	**$162,500**	**(20% Local Match)**
Total	**$812,500**	

The NWARPC STBGP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2025 funding is published by the Federal Highway Administration (FHWA).

These funds are required to be obligated by the end of the Federal Fiscal Year that ends on September 30, 2025. All required submittals to Arkansas Department of Transportation (ARDOT) and required approvals for this project should be completed by August 15, 2025, to allow sufficient time to obligate the STBGP-A funds for this project.

ARDOT administers the Local Public Agency (LPA) program, including oversight support for the federal-aid project delivery and applicable provisions in Title 23, U.S.C., and processes reimbursement requests for the NWARPC funding award. Please refer to the ARDOT Local Public Agency Project Manual for more information. Required training for this program is being provided by ARDOT **on Thursday, July 18, 2024, from 9:00 am to 10:00 am** at the NWARPC office. Please send the appropriate staff member(s).

Please let us know if you have any questions or need additional information regarding this program.

Sincerely,

Tim Conklin
Executive Director

Cc: David Siskowski, ARDOT
Minghua Qiu Miller, ARDOT
Carlos Meredith, ARDOT
Ashley Smith, ARDOT
Sunny Farmahan, ARDOT
Anthony Hunter, ARDOT
Chris Brown, Fayetteville Public Works Director/City Engineer
Paul Libertini, Fayetteville Staff Engineer
Matt Casey, Fayetteville Staff Engineer

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	Adjustment Number
2025	Requestor:	Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize $650,000 in FFY 2025 STBGP-A grant funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC)

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1705**

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2025826

Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	650,000	650,000				
	Increase / (Decrease)		Project.Sub#			
4601.860.7218-4309.01	-	650,000	46020	7218.1040	RE	Federal Grants - Operational
4601.860.7218-5860.02	78,280	-	46020	7218.1040	EX	Capital Prof Svcs - Engineering/Architectu
4601.860.7218-5809.00	571,720	-	46020	7218.1040	EX	Improvements - Street
4702.860.7218-5860.02	19,570	-	46020	7218.1040	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7218-5809.00	142,930	-	46020	7218.1040	EX	Improvements - Street
4702.860.7999-5899.00	(162,500)	-	46020	7999	EX	Unallocated - Budget
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

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

Resolution: 291-24

File Number: 2024-748

I-49/STEPHEN CARR MEMORIAL BLVD (FEDERAL AID FUNDS):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID SURFACE TRANSPORTATION BLOCK GRANT FUNDS IN THE AMOUNT OF $650,000.00 FOR THE DESIGN AND ENVIRONMENTAL PHASES OF THE I-49/STEPHEN CARR MEMORIAL BOULEVARD INTERCHANGE IMPROVEMENTS PROJECT, TO APPROVE A CITY MATCH IN THE AMOUNT OF $162,500.00, AND TO AUTHORIZE THE MAYOR TO SIGN AN AGREEMENT OF UNDERSTANDING WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION AND THE ARKANSAS DEPARTMENT OF TRANSPORTATION FOR THE PROJECT

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Block Grant Program-Attributable funds are available at 80% federal participation and 20% local match to be used for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements Project; and

WHEREAS, the City of Fayetteville understands that Federal-Aid funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville.

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 expresses its willingness to participate in accordance with its designated responsibilities in this project, including maintenance of this project and providing local matching funds in the amount of $162,500.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate applications, agreements, and contracts necessary to expedite the construction of the above stated project.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Arkansas Department of Transportation to initiate action to implement this project.

PASSED and APPROVED on December 4, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

Libertini, Paul

From:	Mayhan, Brandi A. <Brandi.Mayhan@ardot.gov>
Sent:	Wednesday, August 20, 2025 9:17 AM
To:	Mayor
Cc:	Libertini, Paul; Local Projects Administration; Davison, George W.; Meredith, Carlos A.; Jackson, Jessica S.; Bledsoe, John R.; Moyer, Camille A.
Subject:	On-Call Local Federal Aid Projects (2025); Job No. 040966, Task Order No. 018 with the City of Fayetteville & ARDOT
Attachments:	2025LP00-MBII.pdf; On-Call-LP-Addendum-MichaelBaker-City-of-Fayetteville.pdf; 040966-2025LP00-MBII-T018.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

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.

Mayor Rawn,

ARDOT is prepared to move forward with the Task Order Agreement for the I-49/Stephen Carr Memorial Blvd. Interchange Improvements project as well as the Master Agreement Addendum between the City of Fayetteville and Michael Baker International, Inc. For your review, I've attached the existing Master Agreement between ARDOT and Michael Baker, the addendum incorporating the City of Fayetteville, and the task order agreement for 040966.

Contracts will be signed electronically through Doc Express. You should receive an invitation from InfoTech, the parent company of Doc Express, to create your account. Please accept the invitation and complete your account setup. Once registered, you'll have access to the City of Fayetteville's Doc Express drawer at the following link: https://docexpress.com/drawers/226052.

After logging in, please click "Transition" on the right-hand side of the screen, select "Signed by Sponsor" from the drop-down menu, check the confirmation box, and click "Save." Please note that both the addendum and task order agreement will need to be signed. Doc Express will notify our office that the agreements have been electronically signed and transitioned accordingly.

If you encounter any issues with accessing or using Doc Express, please don't hesitate to reach out.

Thank you,

Brandi Mayhan
Consultant Specialist - Consultant Contracts
Arkansas Department of Transportation
501.569.2104

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)

TASK ORDER NO. 018
JOB NO. 040966
I-49/STEPHEN CARR MEMORIAL BLVD. INTCHNG. IMPVTS. (FAYETTEVILLE) (S)

Date: (See DocExpress Document Signing History)

WHEREAS, the Arkansas State Highway Commission ("Commission") and **Michael Baker International, Inc.** ("Consultant") entered into a Master Agreement for Engineering Services dated **February 18, 2025**; and

WHEREAS, the Master Agreement contemplates the issuance of Task Order Agreements involving the Commission, the Consultant, and a project sponsor ("Sponsor"); and

WHEREAS, the Sponsor, **City of Fayetteville**, has agreed to the terms and conditions of the Master Agreement through execution of the **Addendum**; and

WHEREAS, the services to be provided under this Task Order consist of **Title I** services, with additional phases to be authorized by amendment as appropriate and as determined by mutual agreement;

NOW, THEREFORE, the parties agree as follows:

1. CONTRACT TYPE

1.1. This Task Order shall be **Cost-Plus-Fixed-Fee**, in accordance with the terms of the Master Agreement.

2. CEILING PRICES

2.1. The Total Ceiling Price for this Task Order is **$97,850**.

2.2. The Title I Ceiling Price is **$97,850**.

2.3. The Fixed Fee is **$10,216.**

3. INDIRECT COST RATE

3.1. The most recently accepted indirect cost rate at the time of execution is for **FY 2024**.

3.2. The applicable indirect cost rate is **148.787**%.

4. ATTACHMENTS

4.1. Attachment A – Scope of Work

4.2. Attachment B – Justification of Costs and Fees and Salary Schedule

4.3. Attachment C – Project Schedule

5. COMPLETION DATE

5.1. Deliverables shall be submitted no later than **December 23, 2025**.

5.2. The anticipated completion date for Title I Services is **December 31, 2025**.

6. CORRESPONDENCE

6.1. The Sponsor, Local Programs Division, and Consultant Contracts Division shall be copied on this task order and all related correspondence.

6.2. The Sponsor's designated representative for this Task Order is **Paul Libertini**.

6.3. Invoices shall be submitted to the following:

ARDOT: LPA@ardot.gov
Sponsor: via Paul Libertini at plibertini@fayetteville-ar.gov

7. EXECUTION

IN WITNESS WHEREOF, the parties execute this Task Order, to be effective upon the Date Set Out in DocExpress.

MICHAEL BAKER INTERNATIONAL, INC.

By: _____
Mike Stengel
Vice President

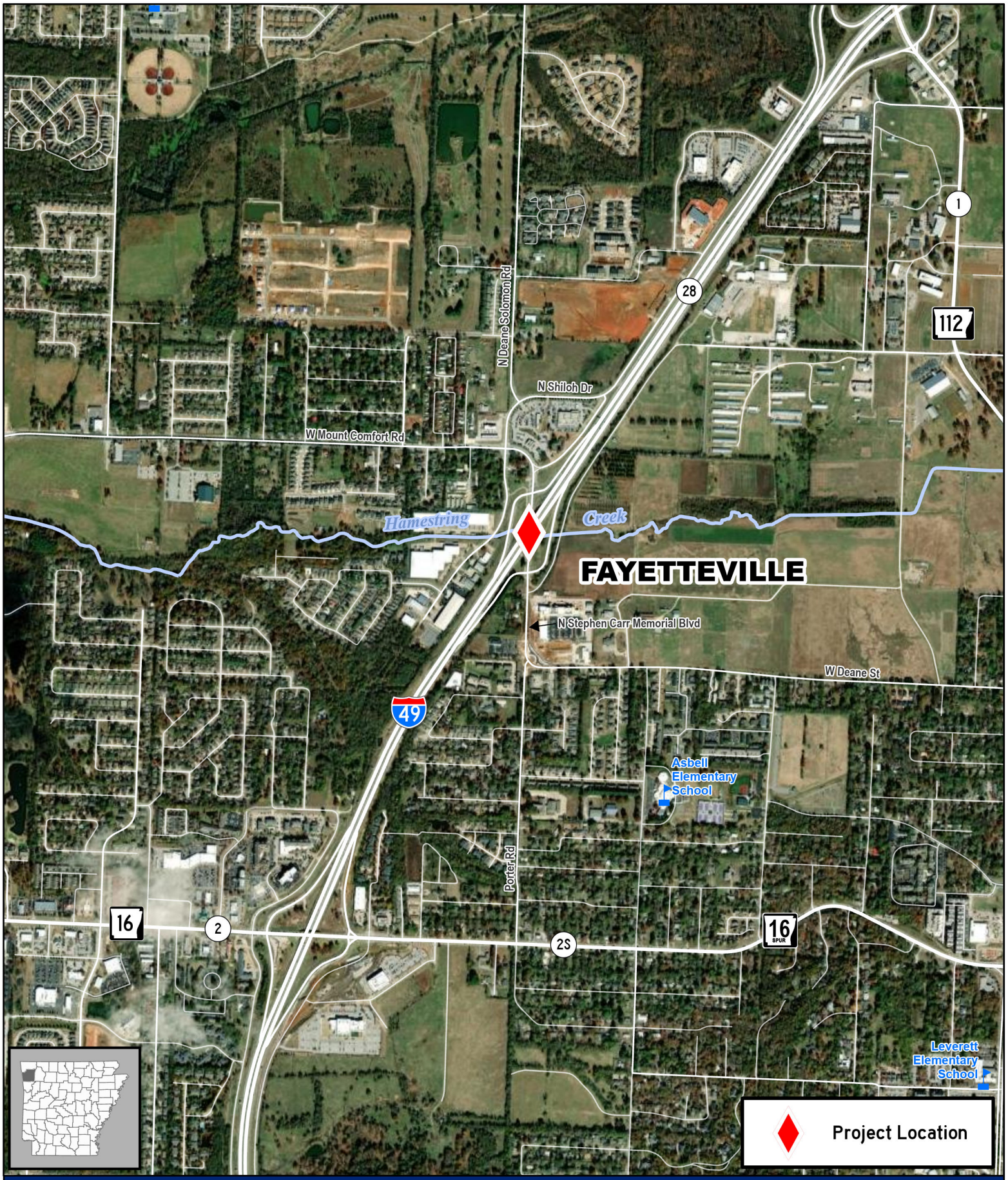
ARKANSAS STATE HIGHWAY COMMISSION

By: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

By: _____
Molly Rawn
Mayor

Disclaimer: This contract is signed in DocExpress. The Signing History with all dates and electronic signatures applicable to the execution of this Task Order is located on the final page of the executed contract.



Job 040966

I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)

I-49, Sec. 28

Washington County

N

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 375 750 1,500 Feet

PM: PS: TM43786: 10/17/2024

Document Path: \\San1\gis\ProgramsContracts\Sketches\040966\040966.aprx

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)

TASK ORDER NO. 018
JOB NO. 040966, I-49/STEPHEN CARR MEMORIAL BLVD. INTCHNG. IMPVTS. (FAYETTEVILLE) (S)

SCOPE OF WORK

DESCRIPTION OF THE PROJECT

The scope of work for engineering services will generally consist of evaluating alternatives for the intersection of Stephen Carr Memorial Drive and the northbound on/off-ramps for Interstate 49. Alternatives to be evaluated will include a roundabout, signalization, and ramp widening.

SERVICES PROVIDED BY THE SPONSOR:

1. SURVEYS

- **1.1.** Provide Available Parcel Surveys

2. ENVIRONMENTAL

- **2.1.** Provide and coordinate the necessary public meetings
- **2.2.** Publish and pay for public notices and legal notices
- **2.3.** Provide appropriate translation services at public meetings as necessary

3. DESIGN

- **3.1.** Provide Available Existing Construction Plans
- **3.2.** Provide Project Goals
- **3.3.** Review and Approve of All Design Alternates, Layouts, & Plans

4. RIGHT-OF-WAY

- **4.1.** Provide Available Existing Right-of-Way Plans

SERVICES PROVIDED BY ARDOT

5. ENVIRONMENTAL

- **5.1.** Provide Environmental Constraints

6. DESIGN

- **6.1.** Provide Design Criteria
- **6.2.** Provide Available Existing Construction Plans
- **6.3.** Review and Approve of All Design Alternatives, Layouts, & Plans

7. RIGHT-OF-WAY

7.1. Provide Existing Right-of-Way Plans

TITLE I SERVICES TO BE FURNISHED BY THE CONSULTANT

8. FEASIBILITY COST ESTIMATE

8.1. Design Criteria to be considered for the project will be provided by ARDOT prior to the beginning of work.

8.2. Consider environmental constraints and seek to avoid and/or minimize environmental impacts.

8.3. Perform traffic analysis to determine projected traffic for design year.

8.4. Evaluate Design alternatives that meet design year traffic projections.

a) Preliminary roadway grades, alignment, and required number of lanes for main lanes, crossing roads and other roads as needed.

b) Estimate for limits of construction to establish a baseline for estimation of potential additional right of way needs.

8.5. Estimate Costs for Right-of-Way Acquisition.

8.6. Estimate Costs for Utility Relocation.

8.7. The consultant shall provide a feasibility/preliminary construction cost estimate taking into consideration construction methods and stage construction, current market conditions, and reasonable contingency costs providing information for all assumptions, the basis of the estimate, and sources listed in narrative form.

8.8. Make revisions necessary to respond to comments received during review.

9. PROJECT MANAGEMENT

9.1. Notify Sponsor and ARDOT of its schedule, in advance, for all activities.

9.2. When specified, seek Right of Entry (ROE) from public or private landowners to perform services. ROE permission shall be written and signed by the landowner.

9.3. Provide monthly updates to the project schedule.

9.4. Recommend scope, schedule, and budget changes in advance with supporting documentation, including efforts to minimize or mitigate the changes in accordance with procedures outlined by ARDOT.

10. PROJECT CONDITIONS OF THE WORK:

10.1. Consultant fee estimate must be agreed upon by all parties.

10.2. The facility shall be designed in accordance with the Sponsor's Master Street Plan (if applicable), latest edition of AASHTO, "A Policy on Geometric Design of Highways and Streets"; the latest edition of NACTO, "Urban Bikeway Design Guide"; and ARDOT policies, current AREMA publications as appropriate and policies. Other appropriate AASHTO publications and guide specifications shall also be utilized. Upon completion of the contract, the Consultant shall furnish to the Sponsor all electronic files of the project design and plans, Adobe Acrobat PDF file format & AutoCad/Civil 3D file format.

10.3. All plans and surveys shall be in U.S. Foot Units and based on Arkansas State Plane Grid, localized in the existing Sponsor's Control Network, with ties to ARDOT control points.

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018
PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FIXED FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	38	$6,543	$785	$0	$7,328
ROADWAY DESIGN & PLANS	397	$53,439	$6,413	$0	$59,852
TRAFFIC ANALYSIS	198	$25,152	$3,018	$2,500	$30,670
SUBTOTAL TITLE I	**633**	**$85,134**	**$10,216**	**$2,500**	**$97,850**
TOTAL TITLE I	633	**$85,134**	**$10,216**	**$2,500**	**$97,850**
TOTAL PROJECT	633	**$85,134**	**$10,216**	**$2,500**	**$97,850**

Attachment B - Justification of Costs and Fees

July 22, 2025

Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)

Task Order No. 018

PROJECT SUMMARY BASIS OF ESTIMATE

Project Management

Description	Number	Months
Contract Duration		5
Coordination Meetings	3	
Field Inspections	2	
General Notes, etc.		
On site surveys, environmental studies, and public meetings are not included in this scope of work.		

Roadway

Description	Miles
Main Lanes	?
Side Roads	?
Ramps	?
Frontage Roads	?
Total	?
General Notes, etc.	

Bridge

Description	Br. Widenings	Br. Replacements	MSE Ret. Walls
Main Lanes	?	?	?
Side Roads	?	?	?
Total	0	0	0
General Notes, etc.			

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018

PROJECT MANAGEMENT

MANHOURS								
TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Project Setup	2		2				2	6
Prepare Project Management Plan		2						2
General team coordination, team meetings		2	2	2				6
Kickoff meeting and general client coordination	2	2	2	2				8
Billing and project budget/schedule reviews		2						2
Roadway								0
ARDOT coordination meeting		2	2					4
Invoicing	2		6					8
Traffic								0
ARDOT coordination meetings (30%)			2					2
TOTAL MH - PROJECT MANAGEMENT	6	10	16	4	0	0	2	38

LABOR COSTS			
Category - Description	Rate	MH	Amount
Principal	$115.00	6	$690
Project Manager	$70.00	10	$700
Sr. Engineer/ Architect/ Planner	$60.00	16	$960
Engineer/ Architect/ Planner	$50.00	4	$200
Sr. Designer	$45.00	0	$0
Technician	$28.00	0	$0
Sr. Admin	$40.00	2	$80
		Subtotal	$2,630
	Overhead	148.787%	$3,913
		Subtotal	$6,543
		Fixed Fee	$785
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$7,328**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
(Other direct expenses - detail here and the billing units)		each	$0.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - PROJECT MANAGEMENT	**$7,328**

Attachment B - Justification of Costs and Fees
July 22, 2025
Job No. 040966: I-49/Stephen Carr Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Task Order No. 018

ROADWAY DESIGN & PLANS

MANHOURS

TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Alternative Development/Quantities/Costs		2	2	4	4			12
Kickoff and coordination meetings	**3**	3	3	3	3			15
Alternative Displays, Duration/Cost Options		2	4					6
Feasibility Study								0
Site Visits as needed for Design		8	8					16
Layout roundabout & ramp widening	2	8	24	120	40			194
Displays		4	16	24	24			68
Report writing		2	8	16				26
QA/QC	**2**	4	16	24				46
Cost Estimates		2	4	4	4			14
								0
								0
								0
								0
								0
								0
TOTAL MH - ROADWAY DESIGN & PLANS	7	35	85	195	75	0	0	397

LABOR COSTS

Category - Description	Rate	MH	Amount
Principal	$115.00	7	$805
Project Manager	$70.00	35	$2,450
Sr. Engineer/ Architect/ Planner	$60.00	85	$5,100
Engineer/ Architect/ Planner	$50.00	195	$9,750
Sr. Designer	$45.00	75	$3,375
Technician	$28.00	0	$0
Sr. Admin	$40.00	0	$0
		Subtotal	$21,480
	Overhead	148.787%	$31,959
		Subtotal	$53,439
		Fixed Fee	$6,413
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$59,852**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
(Other direct expenses - detail here and the billing units)		each	$0.00	$0.00
			Subtotal Expenses	$0.00
			Subtotal Expenses (rounded)	$0
			TOTAL COSTS - ROADWAY DESIGN & PLANS	**$59,852**

TRAFFIC ANALYSIS

MANHOURS

TASK	Principal	Project Manager	Sr. Engineer/ Architect/ Planner	Engineer/ Architect/ Planner	Sr. Designer	Technician	Sr. Admin	TOTAL
Note - all tasks include QA/QC and revisions								
Data Collection								0
Traffic Counts Review- 4 6-hr TMCs, 3 48-hr Class (ODCS - 2K)			2		4			6
Field Visit - 2 staff			2		2			4
Traffic Forecasting								0
Growth Rate Development - using historical traffic data, historical and projected population data, no travel demand modeling			4		8			12
Traffic Volumes - 4 Intersections in 4 Scenarios (Design Year No Build + 3 Build Alternatives)			8		20			28
Traffic Analysis								0
Synchro Analysis (MOEs are Intersection Capacity, LOS) - 4 intersections in 4 scenarios			16		32			48
SimTraffic Analysis (MOEs are Intersection 95th %ile queues) - 4 intersections in 4 scenarios			8		12			20
HCS Analysis - for ramp tapers as needed and ramp merge, Northbound Interstate Only			16		8			24
Traffic Report								0
Traffic Forecasting Methodology and Diagrams			8		16			24
Traffic Analysis Methodology and Results			16		16			32
								0
								0
	0	0	80	0	118	0	0	198

LABOR COSTS

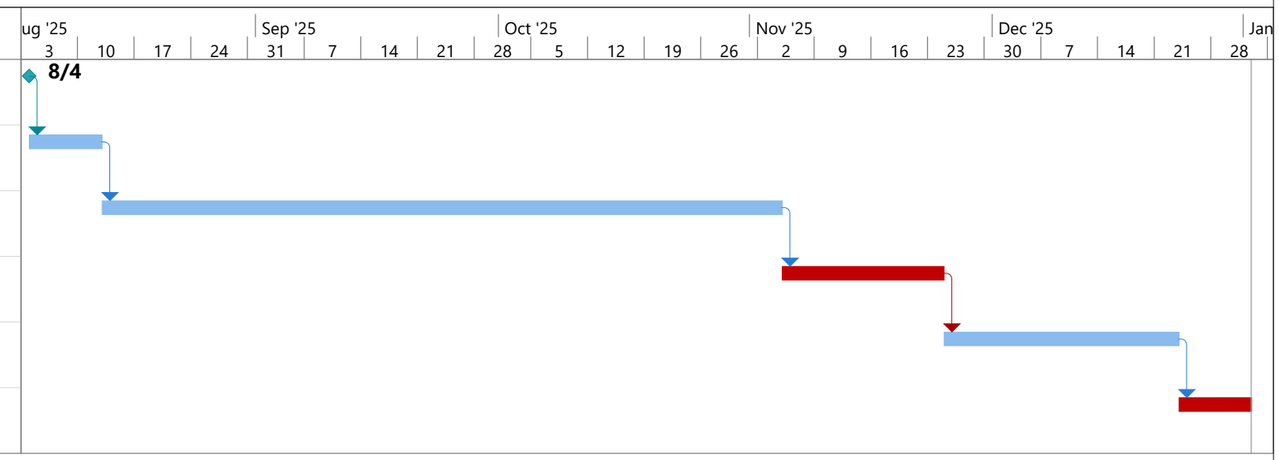
Category - Description	Rate	MH	Amount
Principal	$115.00	0	$0
Project Manager	$70.00	0	$0
Sr. Engineer/ Architect/ Planner	$60.00	80	$4,800
Engineer/ Architect/ Planner	$50.00	0	$0
Sr. Designer	$45.00	118	$5,310
Technician	$28.00	0	$0
Sr. Admin	$40.00	0	$0
		Subtotal	$10,110
	Overhead	148.787%	$15,042
		Subtotal	$25,152
		Fixed Fee	$3,018
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$28,170**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)		each	$0.00	$0.00
Printing (11 x 17 B&W)		each	$0.00	$0.00
Printing (8 1/2 x 11 color)		each	$0.00	$0.00
Printing (11 x 17 Color)		each	$0.00	$0.00
Mileage (provide a basis for the estimate)		miles	$0.700	$0.00
Lodging - statewide (x nights / x persons)		night	$132.00	$0.00
Meals - 1st day & last day travel Statewide Lunch/Dinner (# persons)		day	$51.00	$0.00
Meals - Statewide B/L/D (# days x # persons)		day	$68.00	$0.00
Traffic Counts	1	total	$2,500.00	$2,500.00
			Subtotal Expenses	$2,500.00
			Subtotal Expenses (rounded)	$2,500
			TOTAL COSTS - TRAFFIC ANALYSIS	**$30,670**

Job 040966, I-49/Stephen Car Memorial Blvd. Intchng. Impvts. (Fayetteville) (S)
Attachment C
Project Schedule

ID		Task Mode	Task Name	Duration	Start	Finish	Predecessors
1			NTP	0 days	Mon 8/4/25	Mon 8/4/25	
2			Alternative Evaluation	7 days	Mon 8/4/25	Tue 8/12/25	1
3			Feasibility Study	60 days	Wed 8/13/25	Tue 11/4/25	2
4			ARDOT Review	14 days	Wed 11/5/25	Mon 11/24/25	3
5			Revisions	21 days	Tue 11/25/25	Tue 12/23/25	4
6			ARDOT Review	7 days	Wed 12/24/25	Thu 1/1/26	5



Project: Design Schedule
Date: Tue 7/22/25

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

MASTER AGREEMENT ADDENDUM

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)
MICHAEL BAKER INTERNATIONAL, INC.
INCORPORATION OF PROJECT SPONSOR

1. INCORPORATION OF SPONSOR

1.1. This Addendum is made and entered into as an addition to the Agreement dated February 18, 2025, between the Arkansas Department of Transportation (ARDOT) and Michael Baker International, Inc., “Consultant”, (hereinafter referred to as the "Agreement"). The purpose of this Addendum is to incorporate the City of Fayetteville as the “Sponsor”, into the Agreement, ensuring all provisions, terms, and conditions of the Agreement are binding and applicable to the local agency.

1.2. The Sponsor is hereby added as a party to the Agreement and shall have all the rights, obligations, and responsibilities outlined in the original Agreement, as applicable. The Consultant agrees to provide services to the Sponsor as outlined in the Agreement, subject to all terms and conditions.

2. RESPONSIBILITIES

2.1. ARDOT will retain oversight and management authority to ensure compliance with applicable state and federal regulations. The Sponsor assumes responsibility for approving deliverables and milestones specific to the Sponsor's projects and coordinating directly with the Consultant for day-to-day project management and decisions.

2.2. The Consultant’s compensation for services rendered to the Sponsor shall be paid in accordance with the terms outlined in the Agreement. Payments for Sponsor-specific projects shall be made from Sponsor funds, subject to any ARDOT oversight or approval requirements as stipulated in the Agreement and reimbursed upon proof of payment for service and demonstrated adherence to Federal Acquisitions Regulation (FAR) Cost Principles.

2.3. The Sponsor shall be included alongside ARDOT in any provisions regarding indemnification, liability, or insurance requirements as outlined in the Agreement.

2.4. The Consultant shall comply with all federal, state, and local laws, regulations, and policies applicable to services performed for the Sponsor under this Agreement, as required for ARDOT administered agreements.

2.5. The Consultant shall maintain records for Sponsor-specific projects in accordance with the Agreement's requirements for audit and financial review. ARDOT retains the authority to review and audit records for Sponsor-administered projects to ensure compliance with applicable state and federal requirements.

2.6. This Addendum may be modified or terminated only by mutual written agreement of ARDOT, the Sponsor, and the Consultant. Termination of the Agreement or this Addendum does not relieve the Consultant of obligations related to prior services performed for the Sponsor.

2.7. All terms, conditions, and provisions of the original Agreement are hereby incorporated by reference into this Addendum and made applicable to the Sponsor, unless expressly modified herein.

3. CERTIFICATION OF SPONSOR

3.1. The Mayor of the City of Fayetteville certifies that neither the aforementioned consulting firm nor its representative has not been required, either directly or indirectly, as a condition for obtaining or executing this contract, to:

3.1.1. Employ or retain any firm or person, or agree to do so.

3.1.2. Pay or agree to pay any fees, contributions, donations, or any other form of consideration to any firm, person, or organization.

3.1.3. Except as expressly stated herein (if applicable).

4. NOTICE

Arkansas Department of Transportation
10324 Interstate 30
Post Office Box 2261
Little Rock, AR 72203
ConsultantContracts@ARDOT.gov

Michael Baker International, Inc.
Mike Stengel
3425 North Futrall Drive, Suite 101
Fayetteville, AR 72703
mhstengel@mbakerintl.com

City of Fayetteville
Molly Rawn, Mayor
113 W. Mountain St.
Fayetteville, AR 72701
mayor@fayetteville-ar.gov

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

MICHAEL BAKER INTERNATIONAL, INC.

BY: _____
Mike Stengel
Vice President

ARKANSAS STATE HIGHWAY COMMISSION

BY: _____
Jared D. Wiley, P.E.
Director

CITY OF FAYETTEVILLE

BY: _____
Molly Rawn
Mayor

Disclaimer: This contract is being electronically signed. The DocExpress Document Signing History will be located on the final page of the executed contract. This document will have all dates and electronic signatures applicable to the execution of this contract.

From:	Mayhan, Brandi A.
To:	Stengel, Michael H
Cc:	Furr, Amanda; Jackson, Jessica S.; Siskowski, David M.; Moyer, Camille A.; Local Projects Administration
Subject:	On-Call Local Federal Aid Projects (2025-2028) Master Agreement with Michael Baker International, Inc.
Date:	Tuesday, February 18, 2025 2:10:00 PM
Attachments:	2025LP00-MBII.pdf image001.png

Mr. Stengel,

Transmitted with this e-mail is one executed copy of Michael Baker International, Inc.'s On-Call Services for Local Federal Aid Projects (2025-2028) Master Agreement. It will also be uploaded into this drawer in Doc Express: https://docexpress.com/drawers/211410.

As the need arises for project Task Orders, you will be furnished with a project description and a scope of work to prepare the Task Order.

Thank you,

Brandi Mayhan
Consultant Specialist - Consultant Contracts
Arkansas Department of Transportation
501.569.2104

MASTER AGREEMENT

ON-CALL SERVICES
LOCAL FEDERAL AID PROJECTS (2025-2028)

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PREAMBLE

THIS AGREEMENT, entered into by and between the Arkansas State Highway Commission ("Commission"), acting by and through its Director ("Director"), as authorized by Commission Action on June 19, 2024, and Michael Baker International, Inc. ("Consultant"), sets forth the terms and conditions under which the Consultant will provide services as needed to the Arkansas Department of Transportation (ARDOT) and Local Public Agencies (Project Sponsors) for professional services as detailed herein.

WITNESSETH:

WHEREAS, on-call service contracts have been found to be an effective method of supplementing existing staff; and

WHEREAS the procurement of an additional group of on-call consultants for local Federal-aid projects will streamline the project delivery process and expedite the use of funding that is allocated to local public agencies; and

WHEREAS, the purpose of this Agreement is to define the terms and conditions under which ARDOT, operating under its authority pursuant to applicable State and Federal laws, will oversee professional services provided by the Consultant in support of Project Sponsors. This oversight ensures the efficient, effective, and compliant use of Federal funds for transportation improvements that serve the public interest; and

WHEREAS, the Consultant's staff is well qualified, capable, and has capacity to complete anticipated projects on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the Commission to obtain the assistance of the Consultant's organization to provide professional services associated with local public agency projects.

1. PRELIMINARY MATTERS

1.1. ***DOT:*** The United States Department of Transportation.

1.2. ***FHWA:*** The Federal Highway Administration.

1.3. ***FAR:*** Federal Acquisition Regulations, codified in Title 48 Code of Federal Regulations (CFR).

1.4. ***ARDOT OR DEPARTMENT:*** Collectively the Arkansas State Highway Commission and the Arkansas Department of Transportation.

1.5. ***CHIEF ENGINEER:*** The Chief Engineer–Preconstruction of the Arkansas Department of Transportation.

1.6. ***ASSISTANT CHIEF ENGINEER:*** Assistant Chief Engineer–Program Delivery of the Arkansas Department of Transportation.

1.7. ***CONSULTANT'S REPRESENTATIVE:*** The individual designated to act as the primary point of contact and authorized agent for all matters related to the execution, performance, and administration of this Agreement. The Consultant's Representative shall have the authority to make decisions, communicate on behalf of the Consultant, and ensure compliance with the terms and conditions of the contract.

1.8. ***CONTRACT PRICE:*** The aggregate amount of allowable costs and fees to be paid to the Consultant under this Agreement.

1.9. ***FEE:*** Whether fixed or otherwise, a dollar amount that includes profit paid to the Consultant for work completed.

1.10. ***INDIRECT COST RATE OR ICR:*** A percentage used in contracts to allocate indirect costs to direct costs or activities, determined by dividing the allowable indirect costs by an equitable allocation base, in compliance with the cost principles outlined in FAR Part 31. The maximum allowable ICR shall be approved by the Department for use by the Consultant.

1.11. ***MULTIPLIER:*** A calculated mark-up of direct hourly salary rates based on a Department-approved indirect cost rate, which includes overhead and profit.

1.12. ***PROJECT SPONSOR:*** The Project Sponsor, which may include, but is not limited to, a city, county, municipality, or other governmental entity responsible for initiating, managing, and implementing a project funded in whole or in part through Federal or State assistance. The Project Sponsor is tasked with ensuring compliance with all applicable laws, regulations, and funding requirements and serves as the primary authority for project execution within its jurisdiction.

1.13. ***SPONSOR'S REPRESENTATIVE:*** The individual designated by the Sponsor to act as its authorized agent for all matters related to the administration, execution, and oversight of this Agreement, and to serve as the primary point of contact for the Consultant, Department, and other stakeholders, ensuring the Sponsor's interests and responsibilities are effectively managed for the Agreement duration.

1.14. ***TITLE I SERVICES:*** The FHWA designation of funding for preconstruction services provided before the award of a construction contract.

1.15. ***TITLE II SERVICES:*** The FHWA designation of funding for services provided after the award of a construction contract.

1.16. ***PROJECT OR TASK ORDER:*** Refers to individual assignments, tasks, or scopes of work issued under this Agreement, each representing a distinct effort or deliverable to be performed by the Consultant. Each Project is governed by a specific work authorization that details the objectives, scope, schedule, contract value, and deliverables required for that assignment.

1.17. ***AGREEMENT OR CONTRACT:*** Legally binding documents including the Master Agreement and all referenced or added by Addenda, Appendices, Task Orders, Supplemental Agreements, Subcontracts, and Subconsultant Agreements.

1.18. ***ADDENDUM:*** A supplementary document executed as an amendment to this Agreement, formally incorporating a specific Project Sponsor as a contract authority for this Agreement. The Addenda shall define the Project Sponsor, its associated responsibilities, project-specific terms applicable to the services provided under this Agreement and extend the terms of this Agreement to the Project Sponsor, maintaining any and all contract terms and obligations.

1.19. ***DEFAULT:*** The material failure of the Consultant to perform any of the provisions of this Agreement. Default includes, but is not limited to, material failure to complete phases of the work according to schedule or material failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with applicable Federal and State laws enforced as of the effective date of this Agreement, and failure to comply with certifications made in or pursuant to this Agreement.

1.20. ***SUBCONTRACT:*** A formal agreement between the Consultant and another entity to perform a portion of the work or services required under this Agreement or an assigned Task Order. Subcontracts must comply with FAR, the terms and conditions of this Agreement, and are subject to the approval of the Department and Project Sponsor, as applicable.

1.21. ***SUBCONSULTANT:*** A subcontractor providing professional, technical, or other services directly related to the scope of this Agreement or an assigned Task Order. A subcontract shall be deemed defined and appended to the Agreement in the form of a Subconsultant Agreement when the services are governed by FAR Subpart 36.6 - Architect-Engineer Services.

2. PARTIES TO THE AGREEMENT

2.1. The Consultant's Representative may only be amended as authorized by Supplemental Agreement and shall:

2.1.1. Serve as the primary point of contact and authorized agent for the Consultant under this Agreement.

2.1.2. Be responsible for compliance with Agreement obligations.

2.1.3. Be responsible for timely completion of assigned tasks.

2.2. ***ARDOT'S REPRESENTATIVE FOR CONTRACT MATTERS*** is the Division Head of Consultant Contracts, who will:

2.2.1. Administer and resolve matters related to the overall Agreement.

2.2.2. Ensure compliance with contractual terms.

2.2.3. Oversee negotiation of costs and fees and coordinate execution of the Agreement. Addenda, Task Orders, and Supplemental Agreements, as applicable.

2.2.4. Act as the primary liaison between ARDOT and the Consultant for Agreement matters.

2.3. ***ARDOT'S REPRESENTATIVE FOR COORDINATION AND TASK ORDER SERVICES*** is the Division Head of Local Programs, who will:

2.3.1. Oversee Task Order assignments for the Agreement.

2.3.2. Approve scopes of work.

2.3.3. Monitor Task Order progress.

2.3.4. Address project-specific inquiries.

2.3.5. Ensure deliverables align with the objectives and timelines of Task Orders.

2.4. ***THE PROJECT SPONSOR AND PROJECT SPONSOR'S REPRESENTATIVE*** will be defined and added to the Agreement by Addendum. The Project Sponsor's Representative will:

2.4.1. Serve as the primary point of contact for the Project Sponsor.

2.4.2. Provide all necessary project information and approvals in a timely manner to avoid delays.

2.4.3. Maintain detailed recordkeeping and management of assigned projects.

2.4.4. Transmit information to project stakeholders.

2.4.5. Perform detailed reviews of the Consultant's deliverables.

2.4.6. Transmit deliverables to ARDOT for review and approval as required.

2.4.7. Address project-specific issues and concerns.

2.4.8. Coordinate with ARDOT's Representatives to resolve project-specific issues.

2.4.9. Ensure progress payments and invoice records are complete, accurate, and compliant prior to submittal to ARDOT for reimbursement.

3. RESPONSIBILITY MATTERS

3.1. *GENERAL PROVISIONS*

3.1.1. Neither the employees of the Consultant nor those of its subconsultants, if applicable, shall be considered employees of ARDOT or the Project Sponsor for any purposes under this Agreement.

3.1.2. The Consultant affirms that it has no interest, direct or indirect, that would conflict in any way with its obligations under this Agreement. Furthermore, the Consultant shall not enter into any other agreements during the term of this Agreement that would create a conflict of interest with the services provided herein or that would adversely affect ARDOT or the Project Sponsor in relation to this Agreement.

3.1.3. Notwithstanding any review, approval, acceptance, or payment by ARDOT or the Project Sponsor, the Consultant shall remain responsible for the professional Standard of Care of services furnished under this Agreement.

3.1.4. The Consultant shall demonstrate to ARDOT and/or the Project Sponsor's representative the implementation of quality assurance measures in its work. This includes identifying individuals responsible for the completeness and technical accuracy of services provided, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates..

3.1.5. When services are design related, the Consultant agrees to adhere to the requirements outlined in ARDOT and FHWA design standards, which are incorporated into this Agreement by reference.

3.1.6. ARDOT and/or the Project Sponsor retain the right, at their discretion, to submit any portion of the Consultant's work for review by independent consulting engineers engaged for that purpose. The Consultant shall fully cooperate with such reviews.

3.1.7. The Consultant shall employ only qualified and competent personnel to perform the work under this Agreement.

3.1.8. The rights and remedies provided to ARDOT and/or the Project Sponsor under this Agreement are in addition to any other rights and remedies provided by law.

3.1.9. If the Consultant consists of more than one legal entity, all such entities shall be jointly and severally liable under this Agreement.

3.1.10. General Provisions shall apply to subconsultants, if applicable, and shall be incorporated into subcontract provisions.

4. CONTRACT AUTHORITY

4.1. ***ARDOT AND THE PROJECT SPONSOR SHALL***:

4.1.1. Approve or disapprove actions related to the Agreement, including Task Order assignment and cost negotiation with the Consultant.

4.1.2. Oversee the execution, modification, and renewal of the Agreement, Addenda, Task Orders, and Supplemental Agreements.

4.1.3. Monitor costs and deliverables to ensure adherence to project scopes of work and applicable Federal and State requirements.

4.2. ***ARDOT SHALL:***

4.2.1. Promptly review proposed Task Order costs, fees, scopes, and deliverables.

4.2.2. Provide guidance to all project stakeholders on Department policies and procedures.

4.2.3. Review and post eligible reimbursements to the Project Sponsor for invoiced services paid to the Consultant.

4.2.4. Monitor project costs and budgets to ensure Federal funding compliance.

4.2.5. Reimburse the Project Sponsor for eligible Federal matching funds or other applicable funding sources in accordance with Agreement terms.

4.2.6. Coordinate with the FHWA and provide guidance to Project Sponsors and Consultants as needed.

4.3. ***THE PROJECT SPONSOR SHALL:***

4.3.1. Promptly review proposed Task Order costs, fees, scopes, and deliverables.

4.3.2. Assume responsibility for local administration and management of assigned Task Orders, including alignment with the scope of work.

4.3.3. Review and approve Consultant invoices.

4.3.4. Notify ARDOT of significant changes to project scope, schedule, or budget.

4.3.5. Adhere to applicable Federal, State, and local laws, regulations, and guidelines.

4.3.6. Maintain compliance with the National Environmental Policy Act (NEPA), the Uniform Act, the Americans with Disabilities Act (ADA) requirements, and other Federal mandates.

4.3.7. Submit complete and accurate invoices for reimbursement to ARDOT, proof of payment rendered to Consultant, and other supporting documentation, as applicable.

4.3.8. Monitor project ceilings and ensure proper allocation of costs in accordance with Task Orders.

4.3.9. Retain project records for audit purposes.

4.3.10. Address project risks, delays, cost overruns, or compliance issues, and notify ARDOT immediately if they may impact project timelines or funding.

4.3.11. Assist ARDOT in resolving disputes with the Consultant when required.

5. PROJECT COORDINATION

5.1. ***COORDINATION MEETINGS:*** The Consultant shall organize and participate in coordination meetings as necessary with representatives of the Project Sponsor, ARDOT, and FHWA to ensure effective communication and collaboration. These meetings will provide updates on project progress and address any issues requiring input or direction from the Project Sponsor, ARDOT, or FHWA.

5.2. ***WORK REVIEW LOCATION:*** The Consultant's work and all files and documents produced under this Agreement may be reviewed by representatives of the Project Sponsor, ARDOT, and FHWA at the Consultant's project office.

5.3. ***ENTRY UPON PRIVATE PROPERTY:*** The Project Sponsor shall notify private landowners of the Consultant's need for access to private property using a letter drafted by the Consultant. The Consultant shall only enter private property with the landowner's consent and notify the Project Sponsor if access is denied.

5.4. ***INACTIVE FEDERAL FUNDS AND POSITIVE PROGRESS:*** The parties acknowledge the importance of timely use of Federal funds to comply with FHWA's guidance and avoid de-obligation or loss of funding. The Consultant, Project Sponsor, and ARDOT shall ensure positive progress in fulfilling their respective obligations under the Agreement to maintain funding eligibility and avoid delays.

6. CONTRACT CEILINGS

6.1. The maximum amount payable for Title I Services under this Agreement is $4,000,000.

6.2. The maximum amount payable for Title II Services under this Agreement is $4,000,000.

6.3. The maximum amount payable for all services under this Agreement is $8,000,000.

6.4. ***TASK ORDER CEILING PRICE:*** Each Task Order will include a defined ceiling amount for Title I Services, Title II Services, or both as applicable. For design services Task Orders where effort is included as a placeholder for services to be performed during Construction, both Title I and Title II Ceiling prices shall be defined.

6.5. The Consultant shall not incur costs exceeding any specified Contract Ceiling without prior approval in the form of a Supplemental Agreement. Aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. No adjustment of the Indirect Cost Rate, other adjustment, claim or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless modified by Supplemental Agreement.

7. TASK ORDERS

7.1. ***CONTRACT STRUCTURE:*** In exchange for services performed, the Consultant will be compensated as outlined in Task Orders issued under this Agreement. Task Orders shall define the scope, negotiation, and payment terms, and will follow one of the following structures:

7.1.1. ***COST PLUS-FIXED-FEE TASK ORDER:*** Payment will be made for all allowable and pre-approved direct and indirect costs incurred during the performance of the work, plus a predetermined Fixed Fee.

7.1.2. ***LUMP SUM (FIRM FIXED FEE) TASK ORDER:*** Compensation will consist of a specified, predefined fee that represents full payment for all costs associated with the performance of the work, including labor, materials, overhead, and profit. Services shall be invoiced monthly as a percentage of the total work completed or upon achieving milestones as defined in the Task Order.

7.1.3. ***SPECIFIC RATE OF COMPENSATION TASK ORDER:*** Payment will be based on approved labor and activity rates specified in the Task Order. Compensation for overhead and profit will be calculated by applying an approved Multiplier to the applicable salary rate. The Fee includes all costs to be incurred by the Consultant, and no additional reimbursement will be made for costs exceeding those negotiated in the individual Task Order. The Consultant assumes responsibility for all costs and risks associated with fulfilling the obligations of the Task Order.

7.2. ***GENERAL TASK ORDER PROVISIONS:*** Regardless of the type of Task Order, the Consultant shall not be reimbursed for any costs exceeding the Task Order Ceiling unless modified through a Supplemental Agreement.

7.2.1. The Consultant is responsible for managing all costs and risks associated with fulfilling the obligations under the Task Order.

7.2.2. Payment will only be made for work completed in accordance with the scope and requirements outlined in the Task Order's Scope of Work.

7.2.3. The Consultant will only be compensated for work actually performed.

8. ALLOWABLE COSTS

8.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in FAR and the State of Arkansas Travel Regulations as adopted by the Department's Accounting Manual, which are expressly incorporated into this Agreement by reference. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement.

8.2. ***COST ELIGIBILITY:*** Costs eligible for payment include only:

8.2.1. Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement.

8.2.2. Direct labor.

8.2.3. Direct travel.

8.2.4. Other direct in-house costs as specified and allowed by the Task Order.

8.2.5. Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts.

8.2.6. Allowable payments made to the Consultant's subconsultants under similar cost standards and as provided for in the Task Order.

8.3. ***MAXIMUM DIRECT HOURLY RATES:*** All labor categories that the Consultant anticipates utilizing for work assigned will be negotiated for the term of the Task Order. No salary above the rates agreed upon in the Task Order nor any salary classifications not included in the Task Order will be allowed for billing or fee negotiation purposes without written prior approval.

8.4. ***OVERTIME COSTS*** shall be reimbursed only when the overtime has been authorized in writing. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all Federal and State wage and hour laws and regulations, regardless of whether the overtime is considered reimbursable under this Agreement.

8.5. ***NON-SALARY DIRECT RATES:*** If applicable, non-salary direct rates such as unit rates for specific services shall be negotiated for each individual Task Order.

9. COSTS NOT ALLOWED

9.1. ***COST CONTROL AND FEE INTEGRITY:*** The Consultant is responsible for ensuring that the staff assigned to perform services under a Task Order are substantially representative of those presented during the negotiation of Task Order costs and fees. Billing for salary classifications not included in the Task Order or at rates exceeding the approved maximum hourly rates is prohibited unless prior written authorization is obtained from the Project Sponsor and the Department. Notwithstanding any other clause of this Agreement, ARDOT or the Project Sponsor may, at any time, issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under an assigned Task Order if such costs are determined not to be allowable under the terms of the Agreement.

9.2. If the Consultant's staff are compensated at rates higher than the allowable billing rates, the excess amount shall be borne by the Consultant and not passed on to the Department or Project Sponsor.

9.3. If a subsequent audit determines that***:*** (1) items not properly reimbursable have been reimbursed as direct costs; or (2) the Indirect Cost Rate includes items not allowable under FAR, the following actions shall apply***:*** the Indirect Cost Rate will be retroactively amended to reflect only allowable indirect costs incurred, and for both direct and indirect costs, the offset of overpayments will be made on future payments, or the Consultant shall refund any overpayment.

9.4. Failure to issue a notice under this section shall not waive or otherwise limit the Project Sponsor's or ARDOT's right to disallow payment for any incurred costs determined to be unallowable under the terms of this Agreement. This right applies to both current payment requests and any payments later determined to have been made in error.

10. INVOICING

10.1. The Consultant shall submit a detailed invoice no more than once monthly, and no more than thirty days following the performance of work by either by the Consultant or any applicable subcontractors supported by:

10.1.1. A statement of the claimed allowable costs submitted for performing the Task Order services.

10.1.2. The estimated amount and value of assigned services that have been completed for the Task Order to date.

10.1.3. Additional information requested by the Project Sponsor or ARDOT including invoice calculations in native files format.

10.2. ***INVOICE REQUIREMENTS:*** Each invoice must be provided on a template approved of or provided by ARDOT. The invoice shall include cost, and fees claimed for the specific Task Order since submittal of the last invoice. Invoices shall include the following details:

10.2.1. Consultant's name and address.

10.2.2. Federal Tax ID Number.

10.2.3. Job name and number.

10.2.4. Task Order number.

10.2.5. ARDOT-specific Invoice Number.

10.2.6. Invoice date and billing start/end dates.

10.2.7. Total earned for the period.

10.2.8. Total amount due for the period detailing deductions for previous overpayments, errors, or credits applied.

10.2.9. Project-to-date billing totals.

10.2.10. Consultant's signature and certifying statement.

10.3. ***INVOICE APPROVAL:*** Upon approval of the invoice, payment shall be made to the Consultant as soon as practicable. Payment will include all allowable costs and the approved portion of the agreed-upon fee less any previous payments. Notwithstanding any other provision of this Agreement, only costs and fees deemed allowable under Subpart 31.2 of the FAR, as in effect on the date of this Agreement, and in accordance with the terms of this Agreement, shall be reimbursed or paid. Invoices shall be submitted to the Project Sponsor for payment as directed in the Task Order.

10.4. ***FINAL INVOICE:*** The Consultant shall submit a final invoice, designated as such, promptly upon completion of the work, but no later than forty-five (45) days after the date that work assigned by a Task Order is complete. Upon approval of the final invoice, and upon the Consultant's compliance with all terms of this Agreement, the Project Sponsor shall promptly pay any balance of allowable costs and estimated fee owed to the Consultant. After the final release, the Consultant shall continue to provide services as needed through Supplemental Agreement(s) with respect to the contracted services under this Agreement until project completion.

10.5. ***FINAL RELEASE:*** As a condition precedent to receiving **final payment** for services rendered for an assigned Task Order, the Consultant shall execute and deliver to both the Project Sponsor and ARDOT a release of all claims arising under or by virtue of the Task Order. This release shall include all claims known or that reasonably could have been known to exist, except for any claims explicitly stated and excepted by the Consultant in the release, with the amounts of such claims clearly specified.

11. TRAVEL REGULATIONS

11.1. ***USE OF PUBLIC FUNDS FOR TRAVEL:*** Travel costs, including transportation, lodging, and meals, shall be reasonable and necessary to achieve the objectives of the assigned work.The Consultant shall incur expenses economically and in accordance with applicable Federal, State and ARDOT regulations and policies governing the use of public funds.

11.2. ***TRAVEL REIMBURSEMENT:*** Reimbursement for approved travel expenses shall reflect actual expenses for meals and lodging not exceeding the maximum allowable rates.Travel reimbursement is not a per diem.

11.3. ***DISALLOWANCE OF NON-COMPLIANT TRAVEL COSTS:*** Travel costs may be disallowed and deemed non-reimbursable if ARDOT or the Project Sponsor determines that:

11.3.1. The travel expenses exceed allowable costs as defined by Federal and State guidelines, ARDOT policies, or the Agreement.

11.3.2. The travel was not required or necessary for the completion of the tasks associated with the assigned work.

11.3.3. Appropriate documentation for travel expenses, as required under the terms of this Agreement, is not submitted within the timeline set forth for the submission of invoices.

11.4. Failure to comply with these requirements will result in the Consultant bearing the costs of non-compliant or undocumented travel expenses, with no entitlement to reimbursement.

11.5. ***TRAVEL DAY:*** Travel status typically begins after breakfast on the first day of travel and ends before dinner on the final day of travel. Travelers are eligible for 75% of the standard meal allowance on both the first and last days of travel. Meals will generally not be reimbursed without a lodging reimbursement request. An exception may be granted if the Consultant is in overnight travel status but does not claim lodging expenses when an alternative accommodation arrangement (for example, a shared short-term rental) is detailed and demonstrates cost-savings compared to standard lodging.

11.6. ***TRAVEL REIMBURSEMENT FORM:*** The standard ARDOT form for the Consultant's travel must be attached to invoices when reimbursement for lodging and meals is claimed or requested.

11.7. ***MAXIMUM DAILY ALLOWANCE FOR MEALS AND LODGING:*** Compensations shall be made at the mileage reimbursement and standard meal and lodging rates set forth in by the General Services Administration's (GSA) Federal Travel Directory. GSA at the time of travel.

11.8. ***FULL TRAVEL DAY REIMBURSEMENT:*** The Project Sponsor shall pay, and ARDOT shall reimburse, no more than the maximum daily reimbursement for actual expenses incurred according to ARDOT's policy and procedures.

11.9. ***PARTIAL TRAVEL DAYS:*** Partial travel days shall be reimbursed based on the traveler's departure and return time based on the Standard Rate.

12. WITHHOLDING PAYMENT

12.1. Withholding payment to the Consultant under this provision shall in no way relieve the Consultant of its obligation to continue to perform services as assigned.

12.2. The Project Sponsor may withhold disputed payments to cover thefollowing:

12.2.1. Third party claim(s) against the Project Sponsor or ARDOT as covered by the indemnification terms of this Agreement which are the result of the Consultant's negligence.

12.2.2. Fraud, over-billing, or overpayment.

12.2.3. Costs not defined in the Task Order including fees for unapproved subcontracts.

12.2.4. Failure to make prompt payments to subcontractors per Agreement and subcontract terms.

12.2.5. Failure to meet the Standard of Care defined in this Agreement.

12.3. By extension, ARDOT reserves the right to withhold reimbursement to the Project Sponsor for payments made to the Consultant if any of the conditions under which the Project Sponsor may withhold payment from the Consultant apply. Consequently, it is the responsibility of the Project Sponsor to diligently uphold its obligation to ensure its payments to the Consultant comply with funding requirements to avoid potential loss of anticipated reimbursement and future funding opportunities.

13. STOP WORK ORDERS

13.1. At any time, ARDOT or the Project Sponsor, in coordination with ARDOT, may issue a written order to the Consultant requiring a temporary suspension of all or part of the work assigned under this Agreement. This suspension may last for a period of up to 90 days or longer if mutually agreed upon by the parties. Upon receipt of such an order, the Consultant shall promptly comply and take all reasonable steps to minimize costs associated with the suspended work during the suspension period.

13.2. During the suspension period, ARDOT or the Project Sponsor, in coordination with ARDOT, will determine whether to:

13.2.1. Cancel the stop work order and direct the Consultant to resume work; or

13.2.2. Terminate the work in accordance with the Agreement's termination provisions.

13.3. If the stop work order is canceled or its period (including any agreed extensions) expires, the Consultant shall promptly resume the work. If the suspension was not due to the Consultant's default under the Agreement, and it results in additional time or costs for the Consultant to perform its obligations, ARDOT will make an equitable adjustment to the delivery schedule, fee, or both. Any such adjustments will be formalized by Supplemental Agreement.

13.4. The Consultant must comply with the Agreement's requirements for notifying ARDOT of potential claims or disputes resulting from a stop work order.

14. COMMENCEMENT, TERM, AND COMPLETION

14.1. Notwithstanding the date of execution or signature, this Agreement shall not become effective until formal Notice to Proceed is issued. The effective date of this Agreement shall be the date specified in the Notice to Proceed.

14.2. This Agreement shall commence on the effective date set forth and remain in effect until the completion of the Consultant's services issued as Task Orders under this Agreement.

14.3. Task Orders may be issued under the terms of this Agreement beginning on the effective date set forth. The termination date and final date for execution of Task Orders under this Agreement is **DECEMBER 31, 2028.**

14.4. The Consultant shall commence work according to the schedule detailed in each Task Order schedule within ten (10) business days after receiving written Notice to Proceed.

14.5. If services are specified to be performed in phases, each subsequent phase will begin upon written approval of the preceding phase by ARDOT, the Project Sponsor, or both, as detailed in the Task Order.

14.6. The Consultant shall not be entitled to compensation for services performed for any Task Order, Supplemental Agreement, or phase without prior notice to proceed by the authority or authorities detailed in this Agreement.

14.7. Time is of material consideration in the performance of Task Order services under this Agreement. The Consultant shall adhere to the schedule and completion date detailed in the Task Order. ARDOT and the Project Sponsor, as applicable, will provide necessary approvals in a timely manner.

15. FUNDING LIMITATIONS

15.1. The obligations of ARDOT and the Project Sponsor under this Agreement are contingent upon the availability of appropriated funds from which payments can be made during the current and subsequent fiscal years for the duration of this Agreement. This includes funds appropriated by the State of Arkansas and those provided by the United States or other funding sources.

15.2. No legal liability on the part of ARDOT, the Project Sponsor, or any other participating entity shall arise under this Agreement until sufficient funds are appropriated, allocated, and made available for the performance of the services outlined herein. ARDOT and the Project Sponsor reserve the right to modify, suspend, or terminate this Agreement or any associated Task Orders if sufficient funding is not appropriated or becomes unavailable for any reason, including changes to Federal, State, or local funding levels.

16. TERMINATION

16.1. ARDOT may terminate this Agreement, or any individual Task Order, in whole or in part, for its convenience or due to the Consultant's default. Termination will be initiated by written notice to the Consultant.

16.2. The Project Sponsor in coordination with ARDOT may terminate an individual Task Order.

16.3. Upon receiving notice of termination, the Consultant shall:

16.3.1. Immediately discontinue all affected services, unless otherwise directed in the notice.

16.3.2. Deliver to ARDOT or the Project Sponsor, as applicable, all materials, information, and documents related to the Agreement or Task Order, whether completed or in progress.

16.3.3. Terminate subcontracts to the extent they pertain to the terminated work.

16.3.4. If requested by ARDOT, assign all rights, title, and interest in terminated subcontracts to ARDOT, allowing ARDOT to resolve any claims or disputes arising from those subcontracts without waiving its own claims against the Consultant.

16.3.5. Settle any outstanding liabilities from terminated subcontracts, with ARDOT's approval or ratification, provided the costs are allowable under the Agreement.

16.3.6. Continue performing any work not included in the termination.

16.3.7. Take necessary actions, or those directed by ARDOT, to protect and preserve property related to the Agreement that is in the Consultant's possession and in which ARDOT has or may acquire an interest.

16.4. If the termination is for ARDOT's or the Project Sponsor's convenience, ARDOT shall pay the Consultant for work performed through the effective termination date. ARDOT may also reimburse the Consultant for reasonable expenses incurred because of the termination, such as demobilization and personnel reassignment, as determined by ARDOT.This adjustment will not include anticipated fees or profits for unperformed work.

16.5. If the termination is due to the Consultant's default, ARDOT may complete the work through other means, and the Consultant will be liable for any additional costs incurred by ARDOT due to the default.

16.6. Disputes or claims resulting from a termination will be addressed in accordance the Disputes and Claims section of this Agreement.

16.7. The rights and remedies provided to ARDOT and the Project Sponsor in this section are in addition to any other rights or remedies available under the Agreement or by law and do not constitute a waiver of any such rights or remedies.

17. CHANGES

17.1. ARDOT may, at any time and by written order, request changes within the general scope of this Agreement or an assigned Task Order through a Supplemental Agreement.

17.2. All changes to Task Order services directed by the Project Sponsor shall be coordinated with ARDOT and are subject to mutual agreement among the parties. No change requested by the Project Sponsor shall take effect until it has been approved in writing by ARDOT through a Supplemental Agreement. The Consultant shall not proceed with any Project Sponsor-directed changes until Notice to Proceed has been given.

17.3. If any such change causes an increase or decrease in the cost or time required for the performance of any part of the work under this Agreement or an assigned Task Order, ARDOT or the Project Sponsor shall make an equitable adjustment through a Supplemental Agreement to:

17.3.1. The estimated cost, delivery or completion schedule, or both.

17.3.2. The amount of any fee.

17.3.3. Other affected terms of the Agreement or Task Order.

17.4. All claims and disputes arising from such changes shall be governed by the Disputes and Claims Section of this Agreement, which requires the Consultant to provide written notice of its intention to make a claim for additional compensation before beginning any work related to the claim. Failure to provide such notice constitutes a waiver of any claim for additional compensation.

17.5. Failure to reach agreement on any adjustment shall be considered a dispute under the Disputes and Claims Section of this Agreement. However, nothing in this section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement or Task Order as modified by the Supplemental Agreement.

18. DISPUTES AND CLAIMS

18.1. In coordination with ARDOT representatives, the Project Sponsor and Consultant shall make all reasonable efforts to resolve disputes informally.

18.2. ***NOTICE OF POTENTIAL CLAIM:*** If a dispute cannot be resolved informally, the Consultant shall submit formal written notice to ARDOT's Assistant Chief Engineer and the Project Sponsor's Representative stating its intention to make a claim for additional compensation before beginning the work that gives rise to the claim.

18.3. ***FORM AND CONTENT OF CLAIMS:*** All disputes and claims shall sufficiently detail the basis for entitlement and the actual allowable costs incurred including:

18.3.1. A detailed factual statement of the claim, providing all necessary dates, locations, and items of work affected by the claim.

18.3.2. The date the actions resulting in the claim occurred or the conditions resulting in the claim became evident.

18.3.3. A copy of the “Notice of Potential Claim.”

18.3.4. The name, title, and activity of each ARDOT or Project Sponsor employee knowledgeable about the facts that gave rise to the claim.

18.3.5. The name, title, and activity of each Consultant, Subconsultant, or employee knowledgeable about the facts that gave rise to the claim.

18.3.6. The specific provisions of the Agreement or Task Order that support the claim and a statement explaining why those provisions support the claim.

18.3.7. The identification and substance of any relevant documents, items, or oral communications related to the claim.

18.3.8. A statement specifying whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement.

18.3.9. If an extension of time is sought, the specific number of days requested and the basis for the extension.

18.3.10. The amount of additional compensation sought, including a specific cost breakdown of the amount claimed.

18.3.11. Any other relevant information or documents.

18.4. ***DECISION:*** ARDOT shall coordinate closely with the Project Sponsor's Representative in reviewing and resolving claims in consideration of the Project Sponsor's interests as a party to the Agreement, Federal requirements, and State regulations. ARDOT's Assistant Chief Engineer shall issue a decision on the claim after carefully considering the Project Sponsor's position and consulting with the Project Sponsor's Representative.

18.5. ***APPEAL:*** If the Consultant receives an adverse decision from ARDOT's Assistant Chief Engineer, the Consultant may submit the claim in writing to ARDOT's Chief Engineer within 60 calendar days from the date of the Assistant Chief Engineer's decision.

18.6. ***FINAL DECISION BY ARDOT:*** The decision of ARDOT's Chief Engineer shall be final and conclusive unless the Consultant files an appeal with the Arkansas State Claims Commission within 60 calendar days of the Chief Engineer's decision. The Consultant shall be afforded an opportunity to be heard and present evidence before the Claims Commission, in accordance with the rules and regulations of the Claims Commission, including Ark. Code Ann. § 19-10-302, which requires pursuit and exhaustion of remedies against responsible third parties and insurance coverage.

18.7. ***CONTINUED PERFORMANCE:*** Pending the final resolution of a dispute or claim, unless ARDOT has terminated this Agreement under the Termination section or issued a stop work order under the Stop Work section, the Consultant shall proceed diligently with performance in accordance with ARDOT's decisions and any directives issued under the applicable Task Order.

18.8. ***NONEXCLUSIVE REMEDIES:*** The rights and remedies provided to ARDOT in this section are supplemental to, and do not limit, any other rights or remedies provided by law or under this Agreement. ARDOT may, at its sole discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

19. INTELLECTUAL PROPERTY

19.1. ***OWNERSHIP OF DOCUMENTS AND DATA:*** Except for any pre-existing intellectual property, all project documents and data, regardless of form and including but not limited to original drawings, CADD files, cross-sections, estimates, calculations, reports, survey data, GIS files, inspection logs, field notes, as-built records, and other technical, digital, administrative, or construction-related materials produced under this Agreement, shall be transmitted to ARDOT or the Project Sponsor, as applicable.

19.2. ***RECORDKEEPING:*** The Consultant may retain reproduced copies of all documents and data for its records. If any patent rights or copyrights are created as part of this Agreement or any Task Order, ARDOT and/or the Project Sponsor shall have a perpetual, irrevocable, royalty-free license to use such documents, data compilations, or other work products for their intended purposes. Any use of the Consultant's work product by ARDOT or the Project Sponsor for purposes other than those intended under this Agreement shall be at no risk to the Consultant.

19.3. ***INTELLECTUAL PROPERTY WARRANTY AND INDEMNIFICATION:*** The Consultant warrants that any documents, data, models, software, or other work products provided under this Agreement (collectively, "Deliverables") do not infringe upon any patent, copyright, trademark, trade secret, or other intellectual property rights of third parties. The Consultant further warrants that all Deliverables comply with applicable licensing agreements, open-source software requirements, and proprietary software usage terms.

19.4. ***COPYRIGHT INFRINGEMENT:*** In the event of an actual or alleged infringement claim related to the Deliverables, the Consultant shall, at its sole expense and in coordination with ARDOT or the Project Sponsor, take one or more of the following actions as necessary to resolve the claim and ensure continued, uninterrupted use of the Deliverables by ARDOT or the Project Sponsor:

19.4.1. Obtain for ARDOT or the Project Sponsor a license or other rights necessary to continue using the affected Deliverables.

19.4.2. Replace or modify the affected Deliverables to eliminate the infringement while maintaining equivalent functionality, quality, and compliance with project requirements.

19.4.3. Indemnify ARDOT or the Project Sponsor: Indemnify and hold harmless ARDOT or the Project Sponsor against any costs, damages, settlements, or legal expenses incurred as a result of such claims, to the extent permitted by applicable law.

20. RECORDS AND AUDITS

20.1. ***RECORDS:*** The Consultant shall maintain records sufficient to properly reflect all costs (direct and indirect) claimed or anticipated in the performance of this Agreement. ARDOT, the Project Sponsor, the FHWA, and their authorized representatives shall have the right to examine and audit these records. This includes records related to the determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification relied upon to establish the rate, and records relevant to the performance of this Agreement.

20.2. ***INDIRECT COST RATE:*** The Consultant is required to submit CPA-audited Indirect Cost Rate reports annually, corresponding to the Consultant's fiscal year. Indirect Cost Rate approval for specific Task Orders under this Agreement may be tied to the audit of the fiscal year applicable to the performance period of the Task Order. ARDOT, the Project Sponsor, FHWA, or their representatives may examine and audit records related to the applicable fiscal year audit to confirm the accuracy and applicability of the approved Indirect Cost Rate for the associated Task Orders. Current ARDOT Indirect Cost Rate Requirements can be found on the Department's webpage.

20.3. ***EXAMINATION:*** These rights also include inspection of the Consultant's offices and facilities involved in performing the Agreement during reasonable business hours with advance notice of five (5) business days. If the Consultant submits data in connection with any action under this Agreement—such as negotiations, cost reimbursement requests, payment requests, adjustments, or claims—ARDOT, the Project Sponsor, FHWA, and their representatives shall have the right to examine and audit all related records. This includes, but is not limited to:

20.3.1. Determination or certification of the Indirect Cost Rate, including the CPA audit for the applicable fiscal year.

20.3.2. Proposals for the Agreement, subcontracts, or modifications.

20.3.3. Negotiations and discussions on proposals.

20.3.4. Fees or allowable costs.

20.3.5. Performance under the Agreement or any subcontract.

20.3.6. The basis and amounts of any claims or disputes.

20.4. ***REPORTS:*** If the Consultant is required to furnish cost, funding, or performance reports, ARDOT, the Project Sponsor, FHWA, or their representatives may audit supporting records to evaluate the effectiveness of the Consultant's policies and the accuracy of reported data.

20.5. ***RECORD RETENTION:*** The Consultant shall retain all records, materials, and other evidence described herein for a minimum of five (5) years after the final payment under this Agreement, or longer if required by statute or other Agreement provisions. Additionally:

20.5.1. If the Agreement is fully or partially terminated, records related to the terminated work shall be retained for five (5) years following termination.

20.5.2. Records pertaining to claims, disputes, litigation, or settlement of claims shall be retained until all such matters, including appeals, are resolved.

20.6. ***AVAILABILITY:*** These records shall be made available at the Consultant's offices for examination, audit, or reproduction during normal business hours, with at least five (5) business days' prior notice, as required by ARDOT, the Project Sponsor, FHWA, or their authorized representative.

21. BANKRUPTCY

21.1. In the event the Consultant enters bankruptcy proceedings, whether voluntary or involuntary, the Consultant shall furnish written notice of the bankruptcy to ARDOT by certified mail. This notice must be provided within five (5) calendar days of the initiation of such proceedings. The notice shall include:

21.1.1. The date on which the bankruptcy petition was filed.

21.1.2. The identity of the court in which the bankruptcy petition was filed.

21.1.3. A listing of all ARDOT job numbers, Federal-Aid Project (FAP) numbers, and Task Orders under this Agreement for which final payment has not been made.

21.2. This obligation remains in effect until all obligations under this Agreement, including those associated with Task Orders, have been satisfied, and final payment has been issued.

21.3. In the event of bankruptcy, ARDOT reserves the right to take any action permitted under applicable Federal and State laws, including but not limited to the suspension or termination of this Agreement or any Task Order associated with it, to protect the interests of ARDOT and ensure compliance with funding requirements.

22. EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES

22.1. The Consultant shall not employ or make an offer of employment, for regular or part-time work related to any ARDOT or Project Sponsor projects under this Agreement, to any individual who:

22.1.1. Is a current ARDOT or Project Sponsor Employee.

22.1.2. Is a former employee of ARDOT or the Project Sponsor who, at any time during their employment, participated personally and substantially in any matter related to this Agreement through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise.

22.1.3. Is a former employee of ARDOT or the Project Sponsor within 12 months of their separation from employment and will knowingly act as a principal or agent on matters that were within their official responsibilities during their ARDOT or Project Sponsor employment.

22.1.4. Is a former employee of ARDOT or the Project Sponsor within 12 months of separation, who engages in selling or attempting to sell commodities, technical services, or professional consultant services to ARDOT or the Project Sponsor under this Agreement, unless the individual's last annual salary at ARDOT or the Project Sponsor did not exceed ten thousand five hundred dollars ($10,500).

22.1.5. Is a former employee of ARDOT or the Project Sponsor who was terminated for cause or allowed to resign/retire in lieu of termination for cause.

22.1.6. Is acting as a principal or agent on behalf of any person disqualified under this section.

22.2. ***AVOIDING CONFLICTS OF INTEREST:*** This section is not intended to preclude former ARDOT or Project Sponsor employees from accepting employment with the Consultant solely because the Consultant has entered into this Agreement.

22.2.1. The Consultant is responsible for ensuring that no former employee of ARDOT or the Project Sponsor engages in activities that would violate the public trust.

22.2.2. The Consultant shall proactively identify, disclose, and mitigate potential conflicts of interest to ensure compliance with this section, prioritizing the best interests of the public and maintaining the integrity of the services provided under this Agreement.

23. SUCCESSORS AND ASSIGNS

23.1. This Agreement shall be binding upon ARDOT, the Project Sponsor, the Consultant, and their respective successors, assigns, and legal representatives. Except as otherwise provided in this Agreement, no party may assign, delegate, or transfer any rights, obligations, or benefits under this Agreement without the prior written consent of the other parties, which consent shall not be unreasonably withheld. Any unauthorized assignment or transfer shall be null and void.

23.1.1. Nothing in this section shall be construed to:

- Waive any immunity, defense, or protection afforded to ARDOT, the Project Sponsor, or any other governmental entity that is a party to this Agreement under applicable laws; or
- Create or impose personal liability on any officer, agent, or employee of ARDOT, the Project Sponsor, or any other governmental entity involved in the Agreement, beyond the scope of their official duties.

23.2. Any permitted assignment or delegation of this Agreement shall not relieve the assigning or delegating party of its obligations under this Agreement unless expressly agreed in writing by the other parties.

24. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

24.1. The parties mutually recognize that Arkansas is a sovereign State subject to the provisions of the Arkansas Constitution and State law. Nothing in this contract shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the respective laws. Any claims brought against ArDOT are under the exclusive jurisdiction of the Arkansas State Claims Commission.

24.2. The Consultant shall hold harmless and indemnify ARDOT, its officers, employees, agents, and any other governmental agencies with an interest in the project, from all claims and liabilities arising out of any negligent acts, errors, or omissions in the services performed under this Agreement by the Consultant, its subcontractors, their agents, or employees.

24.3. No director, officer, manager, employee, agent, assign, or representative of ARDOT shall be personally liable to the Consultant under this Agreement for any breach, act, or omission related to its execution or performance.

24.4. The parties agree that the Consultant shall operate as an independent consultant of ARDOT. The Consultant shall be solely responsible for any acts or omissions by its agents, employees, or subcontractors in connection with this Agreement. No action or direction by ARDOT shall be construed as exercising supervision or control over the Consultant's performance.

25. INSURANCE REQUIREMENTS

25.1. ***PROFESSIONAL LIABILITY INSURANCE COVERAGE:*** The Consultant shall maintain, at all times during the performance of services under this Agreement, professional liability insurance covering negligent errors, omissions, and negligent acts caused by the performance of professional services under this Agreement. Coverage shall not be less than five (5) times the original Contract Ceiling Price or $2,000,000 per claim and aggregate, whichever is less.

25.2. ***SUBCONSULTANT COVERAGE:*** This insurance shall extend to Subconsultants to the extent detailed in the Subcontracting section including provisions for the transfer of liability for Subconsultant negligence, errors, and omissions to the Subconsultant.

25.3. ***DEDUCTIBLE:*** The Consultant may maintain a professional liability insurance policy with a deductible clause, provided the deductible amount is approved by ARDOT, and the Consultant demonstrates sufficient financial resources to cover potential liability equal to the deductible amount. Failure to maintain adequate financial resources or comply with deductible obligations may result in Default under this Agreement.

25.4. ***WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:*** The Consultant shall maintain, at all times during the term of this Agreement, Workers' Compensation and Employer's Liability Insurance as required under Arkansas law. Subconsultants shall also maintain this coverage as detailed in the Subcontracting section.

25.5. ***AUTOMOBILE AND GENERAL LIABILITY INSURANCE:*** The Consultant shall maintain commercial general liability and automobile liability insurance with minimum coverage limits of $1,000,000 per occurrence and $2,000,000 in aggregate. This insurance shall extend to Subconsultants as outlined in the Subcontracting section.

25.6. ***VALUABLE PAPERS INSURANCE AND ELECTRONIC DATA PROCESSING INSURANCE:*** The Consultant shall maintain insurance coverage for both Valuable Papers and Electronic Data Processing (EDP) to cover costs associated with repairing, restoring, or replacing physical or electronic documents required by ARDOT, including data stored on cloud platforms. This coverage shall also extend to Subconsultants as required under the provisions for Subcontracting section of this Agreement.

25.7. ***CERTIFICATES OF INSURANCE:*** The Consultant shall provide ARDOT with certificates of insurance evidencing all required policies before the execution of this Agreement and upon renewal of any policy.

25.8. ***PRIMARY COVERAGE:*** All insurance maintained by the Consultant shall be primary to and non-contributory with any coverage maintained by ARDOT or the Project Sponsor.

25.9. ***DURATION OF INSURANCE OBLIGATIONS:*** The Consultant shall maintain professional liability insurance coverage required under this Agreement in force for a period of no less than five (5) years following the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever occurs later. Commercial General Liability Insurance and Valuable Papers Insurance coverage shall remain in effect until the later of final acceptance of the project or completion of the Consultant's services. All other insurance shall be maintained until the earlier of final acceptance or the completion of the Consultant's services under this Agreement.

25.10. ***ADDITIONAL INSURANCE REQUIREMENTS:*** All insurance maintained by the Consultant pursuant to this section shall be issued by insurance companies authorized to do business in Arkansas, in a form and substance satisfactory to ARDOT. Policies shall provide that the insurance will not be subject to cancellation, termination, or reduction in coverage limits except upon thirty (30) days prior written notice to ARDOT. If such notice cannot be provided and the insurance is canceled, terminated, or altered during its term, the Consultant shall ensure continual coverage by securing replacement insurance effective immediately upon the expiration of the existing policy. In the absence of immediate replacement coverage, the Consultant shall assume full financial responsibility for any claims arising during the gap in coverage.

25.11. ***ADDITIONAL INSURED:*** All required liability insurance policies, except for professional liability, workers' compensation, and valuable papers insurance maintained by the Consultant, shall include ARDOT, its officers, directors, managers, employees, agents, assigns, and representatives as additional insureds. Additionally, all property damage insurance policies maintained under this Agreement shall include a waiver of subrogation in favor of ARDOT.

26. SUBCONTRACTING

26.1. ***APPROVAL OF SUBCONSULTANTS:*** The Consultant may not subcontract any services under this Agreement without prior written approval from ARDOT. All Subconsultants must be addedthrough an approved and executed subcontract. Subconsultants shall be bound by the terms of this Agreement and all applicable Federal and State laws.

26.2. Unless otherwise specified in the written consent or approval, ARDOT's consent to any subcontract or approval of the Consultant's purchasing system does not constitute a determination of the acceptability of subcontract terms or conditions, the acceptability of any subcontract price or payments, or a waiver of the Consultant's responsibilities or obligations under this Agreement.

26.3. No subcontract under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis. Any fee payable under cost-reimbursement subcontracts must not exceed the fee limitations outlined in FAR.

26.4. Reimbursement or payment for any markup of subcontract costs will not be considered without the express written agreement of ARDOT.

26.5. ***PROMPT PAYMENT:*** The Consultant must pay subconsultants for satisfactory performance of their subcontracts within 30 days of receiving payment from ARDOT or the Project Sponsor. Retainage payments held by the Consultant must be returned to the subconsultant within 30 days after the subconsultant's work is completed. Failure to comply with this provision constitutes a Default by the Consultant. If the Consultant fails to make timely payments to subconsultants, ARDOT or the Project Sponsor may, at its sole discretion:

26.5.1. Make payments directly to the subconsultant and offset those payments, including administrative costs, against amounts otherwise due to the Consultant.

26.5.2. Notify any sureties.

26.5.3. Withhold payments due to the Consultant until satisfactory arrangements for prompt payment to subconsultants are made.

26.6. ***SUBCONSULTANT INSURANCE AND LIABILITY REQUIREMENTS:*** Subconsultants shall maintain insurance coverage consistent with the following minimum requirements:

26.6.1. Professional Liability Insurance***:*** Not less than $1,000,000 per claim and aggregate, or as otherwise specified in the subcontract.

26.6.2. Commercial General Liability and Automobile Liability Insurance***:*** Limits not less than $1,000,000 per occurrence.

26.6.3. Workers' Compensation and Employer's Liability Insurance***:*** As required by Arkansas law.

26.6.4. Subconsultants shall assume primary responsibility for all claims, damages, or losses caused by their negligence, errors, or omissions. This includes indemnifying ARDOT, the Project Sponsor, and the Consultant as required under the subcontract.

26.6.5. The Consultant shall verify that Subconsultants maintain the required insurance coverage and shall provide evidence of such verification to ARDOT upon request.

26.7. ***PAYMENT AND AUDIT REQUIREMENTS:*** The Consultant shall pay Subconsultants for satisfactory performance within 30 days of receiving payment from ARDOT. Any retainage must be paid within 30 days of the Subconsultant completing its work.

26.8. All Subconsultants shall comply with contractual and legal restrictions concerning payment and determination of allowable costs and shall be subject to disclosure and audit provisions under this Agreement and applicable laws.

26.9. ***INDEMNIFICATION BY SUBCONSULTANTS:*** Subconsultants shall indemnify and hold harmless ARDOT, the Project Sponsor, and the Consultant for any claims, damages, or losses arising out of their own negligence, errors, or omissions, to the extent covered by the required insurance.

26.10. ***INCORPORATION OF AGREEMENT TERMS:*** The Consultant shall include a clause in all subcontracts incorporating the provisions of this section, including but not limited to:

26.10.1. Insurance requirements.

26.10.2. Prompt payment provisions.

26.10.3. Indemnification obligations.

26.10.4. Audit and payment restrictions.

26.11. Failure to enforce these provisions with Subconsultants may result in Default under this Agreement, and ARDOT may withhold payments to the Consultant or pursue other remedies as necessary deliverables.

27. STANDARD OF CARE

27.1. ***ACCEPTANCE:*** The act by which an authorized representative approves specific services as partial or complete performance under this Agreement.

27.2. ***CORRECTION:*** The elimination of a defect.

27.3. The Consultant warrants that all services performed and work products delivered under this Agreement will, at the time of acceptance, conform to the requirements of this Agreement, meet the reasonable satisfaction of ARDOT or the Project Sponsor, and adhere to prevailing industry standards, including standards of conduct, care, format, and content.

27.4. If the Consultant is required to correct or re-perform any services due to failure to abide by the Standard of Care, it shall do so at no additional cost to ARDOT or the Project Sponsor beyond the Contract Price. Services that are corrected or re-performed by the Consultant are subject to this warranty to the same extent as the original work. Should the Consultant fail or refuse to correct or re-perform the services, ARDOT or the Project Sponsor may, by contract or other means, correct or replace the services with similar work and charge the Consultant for the resulting costs, or make an equitable adjustment to the Contract Price.

27.5. If ARDOT or the Project Sponsor elects not to require correction or re-performance, ARDOT or the Project Sponsor may make an equitable adjustment to the Contract Price instead.

27.6. Nothing in this section constitutes a waiver or exclusion of any other rights or remedies available to ARDOT or the Project Sponsor under this Agreement or by law.

27.7. ***FORCE MAJEURE CLAUSE:***Neither party to this Agreement shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party beyond such party's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure.

CERTIFICATIONS

28. DEBARMENT AND SUSPENSION

28.1. Certification is provided per 48 CFR § 9.4 that:

28.1.1. The Consultant and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for Federal or State contracts.

28.1.2. The Consultant and its principals have not been convicted or had a civil judgment rendered for fraud, antitrust violations, or related criminal offenses in connection with public contracts in the past three (3) years.

28.1.3. The Consultant and its principals have not had any contracts terminated for Default by a Federal or State agency.

29. CERTIFICATION OF COMPLIANCE WITH APPLICABLE LAWS

29.1. The Consultant certifies its compliance with all Federal, State, and local laws, regulations, codes, and ordinances applicable to work performed under contracts with ARDOT, including but not limited to:

29.1.1. The Americans with Disabilities Act (ADA).

29.1.2. The Occupational Safety and Health Act (OSHA).

29.1.3. Section 504 of the Rehabilitation Act.

29.1.4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act).

29.1.5. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

29.1.6. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, Arkansas law and regulations, Department and FHWA Design Standards, and this Agreement.

29.2. All compliance requirements will be extended to all subcontractors through inclusion of these terms in subcontracts.

29.3. No financial or ownership interest, nor agreements or fees outside of allowable Federal Acquisition Regulation (FAR) standards, have been or will be entered into in connection with this contract.

29.4. All known material changes affecting the firm's ownership, organization, or indirect cost rates have been disclosed except as here expressly stated (if any).

30. CERTIFICATION OF COMPLIANCE WITH ARKANSAS LAW

30.1. Pursuant to Arkansas law, the consultant certifies current and ongoing compliance in all contracts with ARDOT.

30.1.1. The Consultant does not and will not boycott Israel (Arkansas Code § 25-1-503).

30.1.2. The Consultant does not and will not contract with illegal immigrants (Arkansas Code § 19-11-105).

30.1.3. The Consultant does not and will not boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries (Arkansas Code § 25-1-1102).

30.1.4. The Consultant is not, nor will employ as a subcontractor, a Scrutinized Company owned in whole or majority by the People's Republic of China (Arkansas Code 1203).

31. NONDISCRIMINATION STATEMENT

31.1. The Consultant certifies compliance with all Federal civil rights provisions, ensuring no discrimination based on race, sex, color, age, national origin, or disability in its programs, activities, hiring, or employment practices.

31.1.1. The Consultant will include a Notice of Nondiscrimination Statement in all solicitations and procurements.

31.1.2. The Consultant will provide all required reports and grant ARDOT access to demonstrate compliance.

31.1.3. Complaints of discrimination or inquiries about policies may be directed to the Civil Rights Office Contact listed in this certification.

32. CONFLICTS OF INTEREST

32.1. The Consultant certifies that:

32.1.1. Neither the Consultant nor its principals have financial or ownership interests in the work associated with the contract.

32.1.2. The Consultant and its principals hold no financial interest in agency decisions related to the contract.

32.1.3. The Consultant will disclose any conflicts of interest, fraud, waste, or abuse that may arise during the Agreement term.

32.1.4. The Consultant will not enter into agreements or guarantees for work beyond this contract, except as expressly defined within the Agreement.

33. ATTESTATION

33.1. The Consultant's Representative, on behalf of the Consultant and to the best of their knowledge and ability, certifies that all commitments made under this Agreement comply with the obligations and requirements set forth in the Agreement.

33.2. The Consultant will shall provide immediate written notice to ARDOT if assurance provided by certification is found to have been erroneous when submitted or becomes erroneous due to changed circumstances.

33.3. The Consultant certifications provided herein are a material representation of fact relied upon during the contract award process. If the Consultant knowingly submitted an erroneous certification, ARDOT reserves the right to terminate the contract and pursue any remedies available.No Federal funds have been or will be paid to influence any Federal agency officer, Member of Congress, or Congressional employee.

33.4. If non-Federal funds have been used for such purposes, Standard Form-LLL, "Disclosure Form to Report Lobbying," will be submitted.

34. CERTIFICATION DETAILS

AUTHORIZED REPRESENTATIVE:

Mike Stengel
Vice President

CORPORATE HEADQUARTERS:

500 Grant Street, Suite 5400
Pittsburgh, Pennsylvania 15219

EEO CONTACT:

Laurel Demattia
laurel.demattia@mbakerintl.com
813-466-6006

ARKANSAS BUSINESS ENTITY FILING NO

100108327

35. CERTIFICATION OF ARKANSAS STATE HIGHWAY COMMISSION

35.1. The Director of the Arkansas Department of Transportation certifies that neither the aforementioned consulting firm nor its representative has not been required, either directly or indirectly, as a condition for obtaining or executing this contract, to:

35.1.1. Employ or retain any firm or person, or agree to do so.

35.1.2. Pay or agree to pay any fees, contributions, donations, or any other form of consideration to any firm, person, or organization.

35.1.3. Except as expressly stated herein (if applicable).

36. EXECUTION

All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either ARDOT's Assistant Chief Engineer–Program Delivery or the Consultant's Representative, and mailed or hand-delivered to:

MICHAEL BAKER INTERNATIONAL, INC.	**ARKANSAS DEPARTMENT OF TRANSPORTATION**
Mike Stengel, Vice President 3425 North Futrall Drive, Suite 101 Fayetteville, Arkansas 72703 mhstengel@mbakerintl.com	10324 Interstate 30 Post Office Box 2261 Little Rock, AR 72203 consultantcontracts@ardot.gov

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out herein.

MICHAEL BAKER INTERNATIONAL, INC.	**ARKANSAS DEPARTMENT OF TRANSPORTATION**
By:_____ Mike Stengel Vice President	By:_____ Jared Wiley, P.E. Director

Disclaimer: This contract is being electronically signed.The DocExpress Document Signing History will be located on the final page of the executed contract.This document will have all dates and electronic signatures applicable to the execution of this contract.

NOTICE OF NONDISCRIMINATION

ARDOT complies with all civil rights provisions of Federal statutes and related authorities that prohibit discrimination in programs and activities receiving Federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: Joanna.McFadden@ARDOT.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

GENERAL SCOPE OF WORK

The services outlined in this scope of work are designed to support ARDOT and its local partners in delivering transportation-related projects funded through a variety of competitive grant and funding programs. These programs include, but are not limited to:

- Intersection Improvement Program (IIP)
- Local Bridge Program
- National Electric Vehicle Infrastructure (NEVI) Program
- Public Transportation Federal Programs
- Recreational Trails Program (RTP)
- Transportation Alternatives Program (TAP)
- Safety Improvement Programs

Additional programs and initiatives may be incorporated as needed to address evolving statewide and local transportation priorities. The Agreement is intended to engage Consultants in a flexible and modular framework, enabling ARDOT and its local partners to deliver projects tailored to the specific requirements of various programs. This approach ensures compliance with all applicable Federal, State, and local standards while maintaining the adaptability necessary to meet diverse project needs. Consultants are expected to deliver innovative and customized solutions that address the unique challenges of local, regional, and statewide transportation projects.

There is no expectation that a single consultant will have the capacity or capability to perform all services outlined in this scope. Task Orders will be assigned to selected consultants based on compliance with the Federal Acquisition Regulation (FAR), the capacity of the consultant to meet the project's needs, their geographic proximity to the project location, and their ability to provide specialized services. While some firms may possess the resources to perform all or most services, this agreement is designed to allow certain services to be issued as Task Orders when ARDOT or the Project Sponsor can perform other portions of the required work in-house.Services included in Task Orders will be based on project-specific needs. Consultants are expected to provide innovative, adaptable solutions that address the unique challenges of transportation needs at the local, regional, and statewide levels.

SUBCONSULTANT PARTICIPATION: Consultants may propose the use of subconsultants included in the response to this solicitation or as needs arise during the performance of the Agreement. Subconsultants must be approved by ARDOT, and subcontracted work must be included in Task Orders with a Subconsultant Agreement. Subconsultants may be incorporated in the Master Agreement if their services are anticipated for multiple Task Orders, or in specific Task Orders as applicable for projects requiring additional experience..

SUBCONSULTANT COMPLIANCE: Subconsultants are expected to adhere to all terms and conditions of the Master Agreement, including compliance with Federal, State, and local regulations. It is the responsibility of the primary consultant to ensure that subconsultants comply with these terms and that their participation aligns with the regulations governing the Agreement.

TASK ORDER ASSIGNMENT: Individual Task Orders will define the detailed scope of work for each project and may include additional requests for qualifications among consultants selected under this Agreement. This process ensures that services are matched to the most qualified firm for the specific requirements of each Task Order, maintaining transparency and alignment with procurement regulations. Examples of potential Scopes of Work are available upon request from the Consultant Contracts Division.

1. ENGINEERING AND DESIGN SERVICES

1.1. ***FEASIBILITY STUDIES:*** Conduct site analyses, viability assessments, cost-benefit analyses, and risk assessments with mitigation strategies. These studies evaluate the practicality and potential success of proposed projects while identifying risks and opportunities.

1.2. ***ROADWAY DESIGN:*** Prepare preliminary and final plans, including geometric alignments and pavement designs. Deliver design packages that adhere to ARDOT and/or local design standards for on- and off-system facilities.

1.3. ***BRIDGE DESIGN:*** Perform structural analysis, hydrology, and hydraulics assessments. Provide detailed construction drawings, stamped engineering plans, and load rating reports. Ensure designs comply with ARDOT and Project Sponsor-specified standards.

1.4. ***RIGHT OF WAY PLAN PREPARATION:*** Develop right of way plans and detailed legal property descriptions to support appraisals and acquisitions. These plans ensure smooth project progression for highway and local infrastructure initiatives.

1.5. ***TRAFFIC ENGINEERING:*** Deliver services including traffic signalization, flow analysis, and transportation management planning. Prepare deliverables such as signal warrants, conceptual layouts, and final signalization plans in compliance with ARDOT or Project Sponsor standards.

1.6. ***ENVIRONMENTAL STUDIES:*** Prepare documentation for compliance with environmental regulations, including erosion control plans and permit applications. Ensure all work aligns with NEPA requirements and other environmental guidelines.

1.7. ***SURVEYING AND MAPPING:*** Conduct field data collection, boundary surveys, and create digital terrain models. Provide deliverables in formats compatible with ARDOT systems or tailored to Project Sponsor requirements for off-system facilities.

1.8. ***INTELLIGENT TRANSPORTATION SYSTEMS:*** Design and integrate advanced traffic control systems and roadway lighting. Ensure deliverables address ARDOT standards and, where applicable, local Intelligent Transportation Systems (ITS) requirements.

1.9. ***CONSTRUCTION SUPPORT:*** Provide construction-phase assistance, including shop drawing reviews, construction activity inspections, and implementation of design modifications. Consultants are expected to supply stamped recommendations and comments as needed.

1.10. ***REGULATORY COMPLIANCE SUPPORT:*** Offer advisory services to ensure compliance with applicable laws, regulations, and standards. This includes preparing risk assessments, regulatory guidance memos, and contract reviews to enhance project design and documentation.

1.11. ***DESIGN REVIEW AND QUALITY ASSURANCE:*** Perform independent reviews of plans and deliverables to confirm alignment with program goals, technical standards, and regulatory requirements. For off-system facilities, ensure compliance with local specifications and ARDOT oversight as applicable.

2. RIGHT OF WAY SERVICES

The Consultant shall provide professional services to support ARDOT and Project Sponsors in the acquisition, management, and coordination of right of way (ROW) activities for transportation-related projects. These services shall be performed in compliance with all applicable Federal, State, and local regulations, ensuring the efficient and lawful execution of ROW tasks required for project delivery.

2.1. ***ADMINISTRATIVE SERVICES:*** Provide oversight and coordination of all right of way acquisition activities. Ensure adherence to applicable Federal, State, and local requirements, including compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act.

2.2. ***TITLE AND CLOSING SERVICES:*** Conduct title research, secure clear titles, and facilitate the closing process for property acquisitions. Prepare and maintain documentation necessary to establish property ownership and conveyance.

2.3. ***APPRAISAL SERVICES:*** Perform initial property appraisals and prepare appraisal updates as required to support project development. Ensure appraisals meet relevant standards and methodologies.

2.4. ***APPRAISAL REVIEW SERVICES:*** Review initial appraisals and subsequent updates to ensure technical accuracy, adherence to Federal and State appraisal standards, and compliance with applicable guidelines.

2.5. ***NEGOTIATIONS AND VALUATION SERVICES:*** Conduct property acquisition negotiations, including preparing and reviewing waiver valuations. Provide technically accurate documentation of negotiations and valuations for compliance and reporting purposes.

2.6. ***RELOCATION ASSISTANCE SERVICES:*** Aid displaced property owners and tenants in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Prepare relocation plans, calculate benefits, and coordinate necessary services.

2.7. ***PROPERTY MANAGEMENT SERVICES:*** Manage properties acquired for highway or local infrastructure projects. Services include property rental, maintenance, and the disposal of surplus properties in compliance with State and Federal requirements.

2.8. ***UTILITY COORDINATION SERVICES:*** Facilitate the coordination of utility relocation efforts. Conduct conflict assessments, prepare utility relocation plans and schedules, communicate with utility providers, and deliver final utility coordination reports to ARDOT or the Project Sponsor.

3. PLANNING SERVICES

The Consultant shall provide professional planning services to support ARDOT and Project Sponsors in the development, assessment, and implementation of transportation-related plans and programs. These

services aim to address local, regional, and statewide transportation needs while ensuring alignment with applicable Federal, State, and local standards.

3.1. ***LOCAL OR REGIONAL PLANNING:*** Develop strategic, high-level transportation plans that address system-wide goals, objectives, and implementation strategies. Examples of services include the creation of master street plans, active transportation plans, and metropolitan transportation plans. These services emphasize long-term visioning and coordination to meet regional mobility and connectivity goals.

3.2. ***TRANSIT STUDIES AND PLAN DEVELOPMENT:*** Conduct studies to support public transportation programs, ensuring compliance with Federal Transit Administration (FTA) requirements. Deliverables may include transit feasibility studies, service optimization plans, and multimodal integration strategies tailored to meet Federal standards and local needs.

3.3. ***CORRIDOR PLANNING STUDIES:*** Perform corridor evaluations ranging from broad assessments to detailed improvement studies. Services include traffic operations analysis, conceptual design layouts, and recommendations to enhance corridor safety, capacity, and functionality. These studies identify viable solutions to support efficient transportation system development.

3.4. ***GRANT PREPARATION ASSISTANCE:*** Provide comprehensive support for securing transportation funding by preparing grant application packages, conducting funding analyses and feasibility reports, compiling required supporting documentation, and coordinating with funding agencies. Services focus on maximizing funding opportunities and ensuring alignment with requirements for competitive grant programs.

4. NEPA SUPPORT SERVICES

The Consultant shall provide professional services to support ARDOT and its local partners in achieving environmental compliance and securing necessary clearances for transportation projects to meet the requirements of the National Environmental Policy Act (NEPA) and other Federal, State, and local environmental regulations. Coordination with agencies, public involvement efforts, and preparation of associated reports, maps, and environmental documents.

4.1. ***ENVIRONMENTAL SURVEYS AND DATA COLLECTION:*** Conduct surveys and collect data related to air and noise quality, water resources, ecological communities, cultural resources, and other impact areas. This includes assessments of wetlands, endangered species habitats, community impacts, and secondary and cumulative effects.

4.2. ***ENVIRONMENTAL CONSTRAINTS MAPPING:*** Develop detailed environmental constraints maps using geodatabase formats compatible with ARDOT systems to identify and document potential impacts within project areas.

4.3. ***NEPA DOCUMENTATION:*** Prepare required NEPA documents, including Categorical Exclusions (CEs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs). This includes supporting documentation such as purpose and need statements, cultural resource surveys, wetlands delineations, noise studies, and Section 4(f)/6(f) evaluations.

4.4. ***PUBLIC INVOLVEMENT:*** Develop and implement public involvement strategies, including hosting public meetings and hearings, preparing outreach materials, managing public comments, and ensuring compliance with Title VI and Environmental Justice requirements.

4.5. ***AGENCY COORDINATION:*** Assist in coordinating with Federal, State, and local agencies, including FHWA, U.S. Fish and Wildlife Service (USFWS), State Historic Preservation Office (SHPO), and tribal governments, to address regulatory requirements such as Section 7 consultations, Section 106 reviews, and Clean Water Act permits.

4.6. ***ALTERNATIVES ANALYSIS:*** Analyze and evaluate location and design alternatives for environmental impacts to support the selection of preferred alternatives.

4.7. ***PERMIT APPLICATIONS AND MITIGATION PLANNING:*** Prepare and submit necessary permits, including Section 401/404 permits, and develop mitigation plans to address unavoidable project impacts.

4.8. ***FONSI/ROD DOCUMENTATION:*** If required, prepare and submit Finding of No Significant Impact (FONSI) or Record of Decision (ROD) documentation based on public input and consultation with ARDOT and FHWA.

5. SURVEYING

The Consultant shall provide professional surveying and mapping services to support ARDOT and its local partners in delivering transportation projects. These services include the collection, processing, and delivery of accurate spatial data and documentation essential to project development. All work must adhere to ARDOT standards and applicable Federal, State, and local guidelines.

5.1. ***CONTROL SURVEYS:*** Establish and process control networks to support project design and construction. This includes tasks such as primary and secondary baseline control, vertical control, and remote sensing control to ensure accuracy and consistency in spatial data.

5.2. ***DESIGN SURVEYS:*** Provide detailed data collection and processing for design purposes, including aerial image acquisition, photogrammetric mapping, LiDAR data acquisition and quality assurance, and subsurface utility engineering (SUE). Deliverables include topographic and terrain data, utility field surveys, and digital terrain models for use in project design.

5.3. ***LAND SURVEYS:*** Conduct property and boundary surveys, right-of-way staking and monumenting, and preparation of final plats. These surveys support property acquisition, legal documentation, and construction layout.

5.4. ***TOPOGRAPHIC SURVEYS:*** Perform detailed topographic surveys for roadway and site design, including the collection of elevation and feature data necessary for accurate design and construction planning.

5.5. ***GEODETIC CONTROL SURVEYS:*** Establish geodetic control networks tied to state and national coordinate systems to provide a reliable framework for project mapping and construction.

5.6. ***BOUNDARY AND PROPERTY SURVEYS:*** Prepare parcel surveys, conduct title searches, and provide documentation for property boundaries and easements to support right-of-way acquisition and land use planning.

5.7. ***DATA PROCESSING AND MAPPING:*** Compile and process field data into deliverables such as digital survey maps, CAD files, ortho-rectified images, and other project-specific mapping products.

5.8. ***DELIVERABLES:*** Provide complete and technically accurate survey data and documentation, including 100% of requested surveys by the agreed submittal date. Deliverables may include digital terrain models, survey maps, CAD files, geodatabase files, soil testing results, and lab reports, as applicable to the project.

6. GEOTECHNICAL SERVICES

Geotechnical services encompass a range of investigations, analyses, designs, and recommendations tailored to the specific requirements of ARDOT and Project Sponsors. These services ensure compliance with applicable regulations, governing specifications, local needs, and industry standards. Geotechnical services may be assigned under individual Task Orders or as part of broader Engineering and Design Services Task Orders. Consultants are expected to allocate adequate resources to complete all assigned tasks and deliver high-quality reports and recommendations within specified timelines.

6.1. ***SUBSURFACE INVESTIGATIONS:*** Conduct detailed field investigations to assess soil and rock conditions. These tasks include standard penetration testing (SPT), cone penetration testing (CPT), and comprehensive soil surveys, performed in adherence to ARDOT guidelines.

6.2. ***GEOTECHNICAL SITE INVESTIGATION REPORTS:*** Prepare comprehensive reports summarizing findings from field and laboratory investigations. Reports may include boring logs, seismic classifications, response spectra, liquefaction potential assessments, laboratory test results, and recommendations for foundations, embankments, and slope stability.

6.3. ***GEOTECHNICAL DESIGN AND RECOMMENDATIONS:*** Provide engineering analyses and recommendations for infrastructure projects, including:

6.3.1. Foundations for bridges, retaining walls, and mechanically stabilized earth (MSE) walls.

6.3.2. Slope stabilization and landslide mitigation strategies, including remediation for slopes impacted by natural disasters.

6.3.3. Erosion control structures and embankments tailored for roadway and recreational infrastructure.

6.4. ***GEOPHYSICAL STUDIES:*** Conduct advanced geophysical investigations to evaluate subsurface conditions, identify geotechnical risks, and address challenges like poor drainage or erosion-prone areas.

6.5. ***MONITORING AND INSTRUMENTATION:*** Install and monitor geotechnical devices to evaluate soil and structural behavior during construction or as part of long-term performance assessments.

6.6. ***LABORATORY TESTING:*** Perform detailed laboratory analyses of disturbed and undisturbed soil and rock samples to support design and construction efforts. Include specialized testing for projects such as trails or structures with unique geotechnical requirements.

6.7. ***FORENSIC INVESTIGATIONS AND REMEDIATION:*** Analyze geotechnical failures, such as landslides, erosion, or settlement, and develop remediation strategies. This includes assessments of damage to trail or recreational infrastructure caused by environmental factors.

6.8. ***FOUNDATION AND RETAINING WALL DESIGN:*** Provide detailed designs for foundations supporting trail bridges, elevated paths, and other trail-related structures. Designs may include pile foundations, gabion walls, and reinforced concrete solutions.

6.9. ***SPECIALIZED TRAIL DESIGN SERVICES:*** Address geotechnical challenges specific to trail projects, including evaluations of alignment through wetlands, erosion-prone zones, and steep slopes. Deliverables include surface stability recommendations, drainage solutions, and designs for low-impact foundations.

6.10. ***SLOPE STABILIZATION AND REPAIR:*** Develop and implement strategies to stabilize roadway and trail slopes using techniques such as soil nails, geosynthetics, drainage systems, and vegetation management.

6.11. ***EMERGENCY GEOTECHNICAL SERVICES:*** Provide rapid response for assessments following natural disasters or unforeseen events. Deliver recommendations for both temporary and permanent remediation solutions.

6.12. ***CLEARING AND SURVEYING FOR BORING ACCESS:*** Perform clearing and surveying as required to facilitate access to boring locations for geotechnical investigations.

6.13. ***COORDINATION AND MEETINGS:*** Attend coordination meetings with ARDOT Materials Division or Project Sponsors before site visits and the initiation of field operations to align expectations and project requirements.

6.14. ***GEOTECHNICAL SERVICES FOR RECREATIONAL TRAILS:*** Offer tailored geotechnical evaluations for trails, addressing issues such as landslide mitigation, wetland crossings, and erosion-resistant trail surfaces. Provide recommendations for low-maintenance designs that minimize environmental impacts.

7. CONSTRUCTION INSPECTION SERVICES

The Consultant shall provide comprehensive construction engineering and inspection (CEI) services to support ARDOT and its local partners in ensuring that transportation projects are constructed in substantial conformance with plans, specifications, and applicable standards. These services encompass all aspects of construction management, oversight, and quality assurance, and may be assigned under individual Task Orders tailored to project-specific needs.

7.1. ***CONSTRUCTION MANAGEMENT AND OVERSIGHT:*** Coordinate with ARDOT, Project Sponsors, and contractors to ensure project requirements, budgets, and schedules are met. Act as an extension of ARDOT or the Project Sponsor for construction-related tasks.

7.2. ***SURVEY CONTROL:*** Verify and establish control points and baselines. Conduct quantity computations and quality control under the supervision of a licensed surveyor.

7.3. ***INSPECTION AND TESTING:*** Perform on-site inspections and testing of materials to ensure compliance. Provide certified personnel and timely test results.

7.4. ***MEASUREMENT AND VERIFICATION OF QUANTITIES:*** Measure, document, and verify job quantities for pay items to ensure accuracy.

7.5. ***PREPARATION AND REVIEW OF PAY APPLICATIONS:*** Assist in preparing and reviewing pay estimates using specialized software, such as AASHTOWare, or other Project Sponsor-specified programs.

7.6. ***ENGINEERING SUPPORT:*** Provide design-related solutions, review contract changes, and resolve construction issues.

8. DELIVERABLES AND PROJECT-SPECIFIC SERVICES

8.1. ***DELIVERABLES STANDARD OF CARE:*** Deliverables for all services performed under this Agreement shall be tailored to meet the unique requirements of each Task Order issued. The Consultants are responsible for ensuring that all deliverables are complete, technically accurate, and fully compliant with applicable Federal, State, and local standards. The following general guidelines apply to the preparation and submission of deliverables under this Agreement:

8.1.1. All deliverables must be submitted in the format specified within the relevant Task Order or as required by ARDOT or the Local Public Agency (Project Sponsor).

8.1.2. Consultants must adhere to applicable guidelines, including ARDOT, FHWA, and other Federal or state agency standards, for technical documents, engineering plans, environmental assessments, and other required outputs.

8.1.3. Unless otherwise directed, digital deliverables shall be provided in editable formats such as CAD, GIS-compatible files, and standard office software formats, ensuring compatibility with ARDOT and Project Sponsor systems.

8.2. ***TIMELINESS AND QUALITY ASSURANCE:*** Deliverables must be completed within the timelines established in individual Task Orders. Delays must be communicated promptly and accompanied by a revised schedule for approval. Consultants must implement quality control measures to ensure all submissions meet or exceed the expectations defined in each Task Order.

8.3. ***COORDINATION AND COMMUNICATION:*** Consultants shall maintain open communication with ARDOT and/or Project Sponsor representatives throughout the duration of assigned projects. Regular updates and coordination meetings may be required to ensure project alignment and progress. Task Order-specific requirements, such as coordination with third parties (e.g., utility companies, regulatory agencies, or local stakeholders), shall be fully documented and managed to avoid disruptions to project schedules.

8.4. ***SUBCONSULTANT CONTRIBUTIONS:*** Deliverables produced by subconsultants must meet the same standards of quality and compliance as those prepared by the primary consultant. It is the responsibility of the primary consultant to oversee subconsultant work and ensure its integration into the overall project deliverables.

8.5. ***PROJECT-SPECIFIC NEEDS AND ADJUSTMENTS:*** Each Task Order may include project-specific requirements that expand upon or deviate from the general scopes of work outlined in this Agreement.In the event of any discrepancy, the Task Order Scope of Work shall take precedence. Consultants must review Task Order details thoroughly and adjust methodologies and deliverables accordingly. Additional scopes, unforeseen challenges, or new initiatives may be incorporated into Task Orders at ARDOT's discretion. Consultants should anticipate flexibility and adaptability in addressing such needs.

8.6. ***FINAL DELIVERABLE REVIEW AND ACCEPTANCE:*** All final deliverables shall undergo a formal review process by ARDOT and/or the Project Sponsor. Consultants are expected to address comments or requested revisions promptly to achieve final acceptance. Consultants may be required to provide ongoing support to ARDOT or the Project Sponsor after final submission, including clarification of methodologies, provision of additional documentation, or adjustments to deliverables to ensure project success.

Doc Express® Document Signing History

Contract: CC - On-Call Local Federal Aid Projects (2025-2028) - Michael Baker International, Inc. Document: 2025LP00-MBII

Date	Signed By
02/10/2025	Mike Stengel Michael Baker International, Inc. Electronic Signature (Signed by Consultant)
02/10/2025	Jessica Jackson Arkansas Department of Transportation Electronic Signature (Reviewed by Consultant Contracts Division Head)
02/10/2025	David Siskowski Arkansas Department of Transportation Electronic Signature (Reviewed by Division)
02/12/2025	Keli Wylie Arkansas Department of Transportation Electronic Signature (Reviewed by ACE)
02/13/2025	Jessie Jones Arkansas Department of Transportation Electronic Signature (Reviewed by Chief Engineer)
02/18/2025	Jared Wiley Arkansas Department of Transportation Electronic Signature (Signed by Director)

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF OCTOBER 21ST 2025

TO: Mayor and City Council

THRU: Chris Brown Public Works Director
Matt Mihalavich, Active Transportation Manager

FROM: Dane Eifling, Mobility Coordinator

DATE: 9/24/2025

SUBJECT: **E-Scooter Crosswalk Ordinance Amendment**

RECOMMENDATION:
Staff recommends approval of an amendment to City Ordinance 75.01 Operation of Electric Motorized Scooters to remove the requirement for people riding e-scooters to dismount at crosswalks to have right of way.

BACKGROUND:

Fayetteville's e-scooter ordinance was created in 2019 which regulates where and how e-scooters can be legally operated in Fayetteville. The rules for e-scooters mirror the rules for bicycles. The state law for bicycles was changed in 2021 to allow people riding bicycles to have the same rights as pedestrians while using crosswalks, which include trail crossings. The City subsequently updated the city ordinance in the bicycling section but did not change the e-scooter section at that time.

DISCUSSION:
Recently there have been crashes involving people being hit by motor vehicles while riding e-scooters in crosswalks. Fayetteville police have duly assigned fault to people riding e-bikes based on City ordinance.
Updating the city ordinance to be consistent with the bicycling section and will better protect vulnerable road users when using crosswalks.
The Active Transportation Advisory Committee and the City Attorney's office have recommended approval of this amendment.

BUDGET/STAFF IMPACT:
NONE

Attachments:

Ordinance language markup

Current:

75.02 Operation Of Electric Motorized Scooters

Electric motorized scooters operated within the City of Fayetteville, whether privately owned or part of a scooter-share program, are subject to the following regulations:

(A) Electric motorized scooters shall not be operated at a speed greater than fifteen (15) miles per hour;

(B) *Operation on Sidewalks.*

(1) Any individual operating an electric motorized scooter upon a sidewalk shall yield the right-of-way to pedestrians and shall give an audible signal before overtaking and passing a pedestrian.

(2) No person shall operate an electric motorized scooter upon a sidewalk which abuts a building, when riding on the sidewalk would endanger pedestrians, or where operation of an electric motorized scooter on a sidewalk is prohibited by an official traffic control device.

(3) **Any individual operating an electric motorized scooter within a pedestrian crosswalk must yield the right-of-way to motor vehicle traffic and pedestrians. To earn the protections of a pedestrian, an individual must dismount, walk the electric motorized scooter, and obey applicable traffic control devices.**

(Ord. No. 6205, §1(Exh. A), 7-16-19)

Proposed:

75.02 Operation Of Electric Motorized Scooters

Electric motorized scooters operated within the City of Fayetteville, whether privately owned or part of a scooter-share program, are subject to the following regulations:

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(2) No person shall operate an electric motorized scooter upon a sidewalk which abuts a building, when riding on the sidewalk would endanger pedestrians, or where operation of an electric motorized scooter on a sidewalk is prohibited by an official traffic control device.

(3) ~~**Any individual operating an electric motorized scooter within a pedestrian crosswalk must yield the right-of-way to motor vehicle traffic and pedestrians. To earn the protections of a pedestrian, an individual must dismount, walk the electric motorized scooter, and obey applicable traffic control devices.**~~

(C) *Operation of Electric Scooters Upon Crosswalks.*

(1) A person operating an electric Scooter upon a crosswalk shall:

(a) Yield the right-of-way to pedestrians; and

(b) Give an audible signal before overtaking and passing a pedestrian.

(2) Except as provided this section, a person lawfully operating an electric scooter upon a crosswalk has all the rights and duties applicable to a pedestrian using the crosswalk pursuant to §75.02 of the Fayetteville City Code and A.C.A. §27-51-1202.

(Ord. No. 6205, §1(Exh. A), 7-16-19)

Mihalevich, Matthew

From: Pennington, Blake
Sent: Monday, September 22, 2025 3:08 PM
To: Eifling, Dane
Cc: Mihalevich, Matthew
Subject: RE: E-Scooters in Crosswalks Ordinance Change

Dane, matching the language to the bicycle section makes sense. Should be a pretty simple change for the City Council to make.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: (479) 575-8312

From: Eifling, Dane <deifling@fayetteville-ar.gov>
Sent: Wednesday, September 10, 2025 1:45 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: Mihalevich, Matthew <mmihalevich@fayetteville-ar.gov>
Subject: E-Scooters in Crosswalks Ordinance Change

Hi Blake,

As you may remember, in 2022, we updated the bicycle ordinance to reflect the change in state law to no longer require people riding bicycles to dismount in order to have rights as pedestrians in crosswalks.
The e-scooter ordinance was crafted in 2019 to mirror the bicycle ordinance but we did not update the e-scooter ordinance when we made that change to the bicycle ordinance. So right now people are still legally required to dismount their e-scooters at crosswalks in order to have protections and right-of-way in crosswalks.

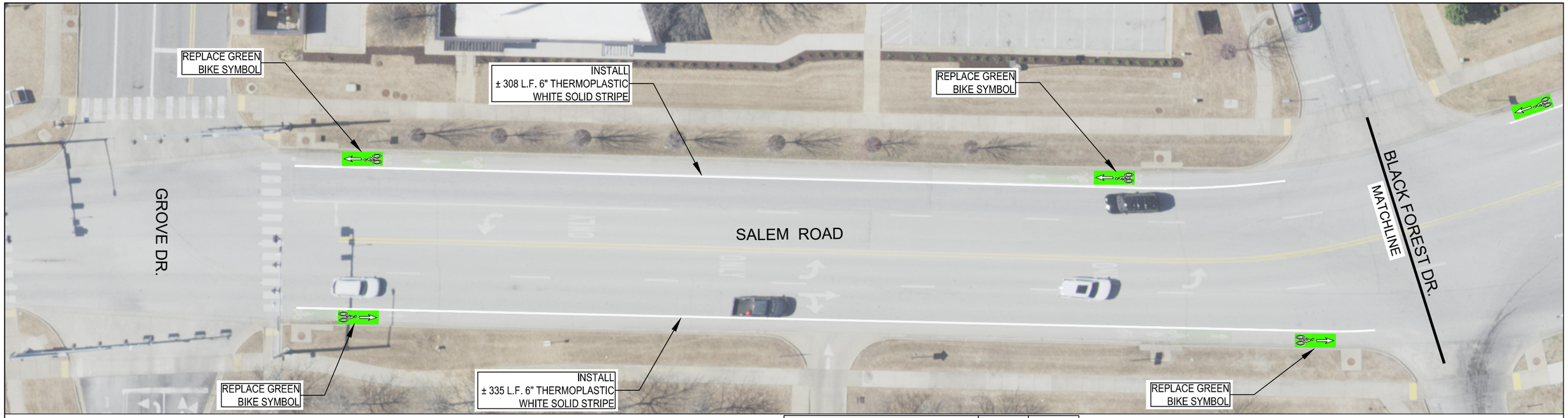
There have been several recent crashes involving people getting hit by cars in crosswalks while using e-scooters. Police have (correctly) been assigning fault to the people on the e-scooters.

ATAC has recommended changing the e-scooter ordinance to match the bicycle ordinance. Matt and I agree that this is a good idea.

I've attached the bike ordinance and proposed changes to the e-scooter ordnance here for review from your office.

Respectfully,

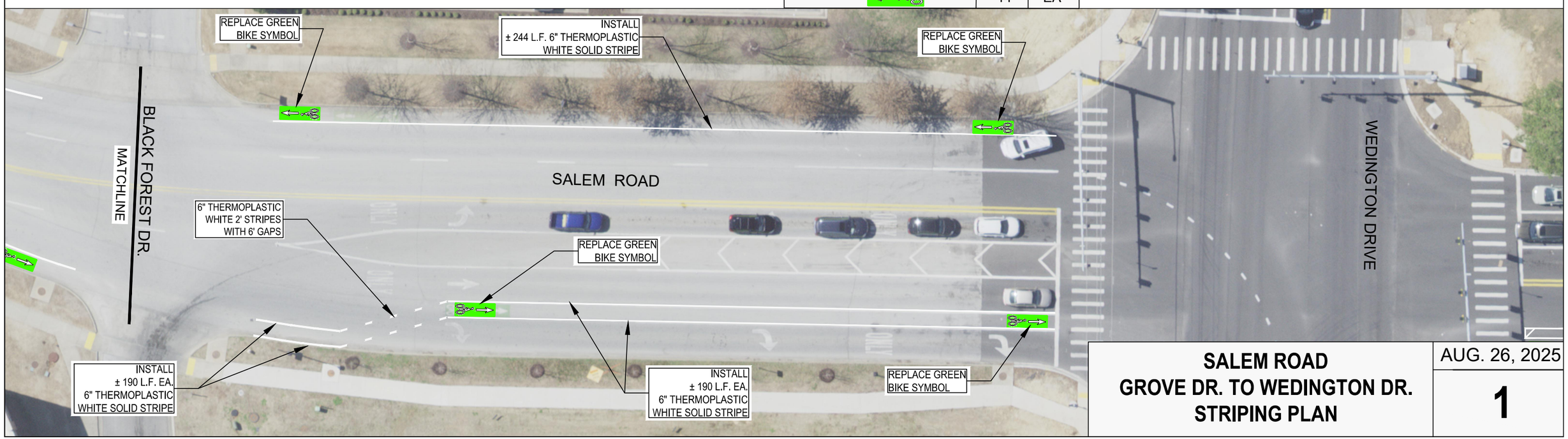
Dane Eifling
Mobility Coordinator
City of Fayetteville, AR
Phone 479.575.8243



ITEMS-THIS SHEET	QTY	UNITS
6" WHITE STRIPE	1341	LF
	8	EA

TOTAL- ALL SHEETS	QTY	UNITS
6" DOUBLE YELLOW STRIPE	1124	LF
4" DOUBLE YELLOW STRIPE	1350	LF
6" WHITE STRIPE	1341	LF
4" WHITE STRIPE	2021	LF
	8	EA
	14	EA

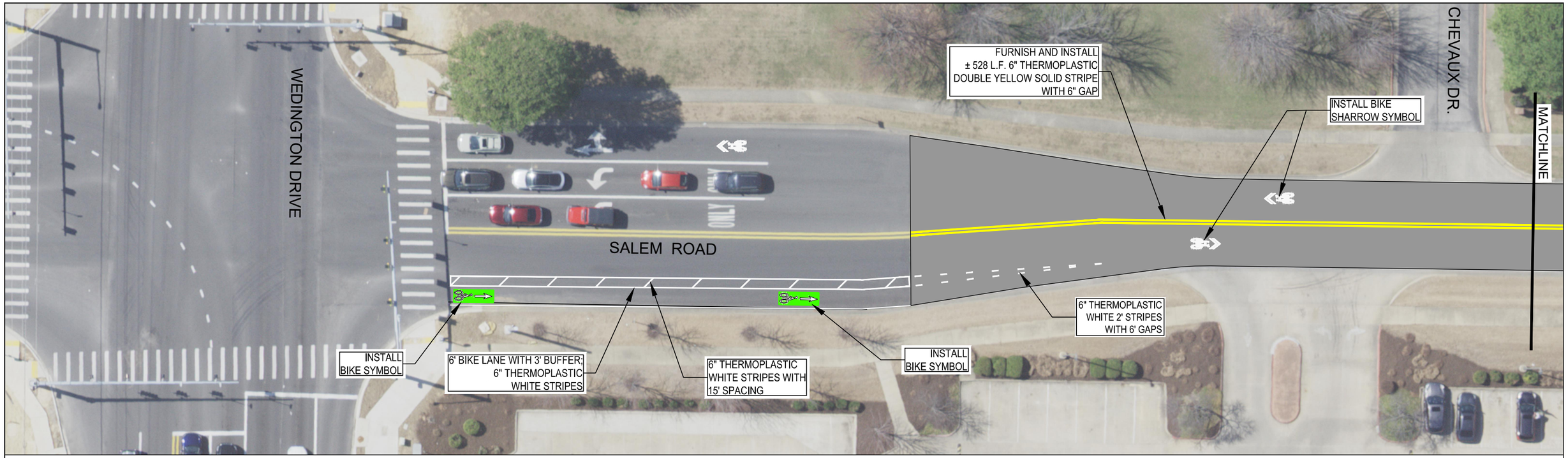
Scale: 1" = 30'

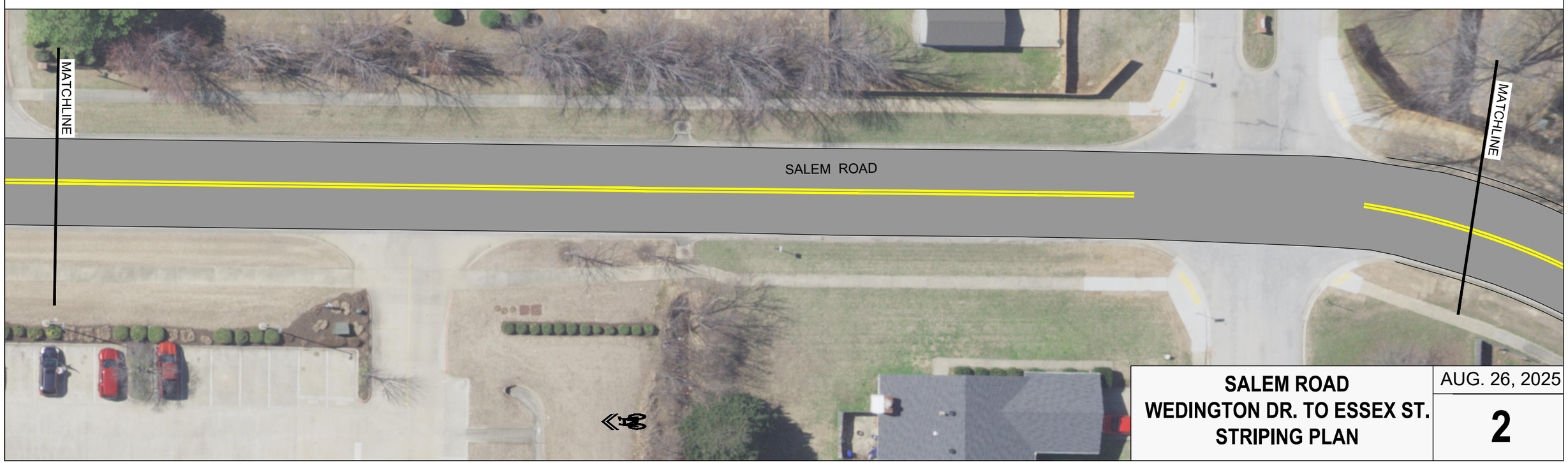


SALEM ROAD
GROVE DR. TO WEDINGTON DR.
STRIPING PLAN

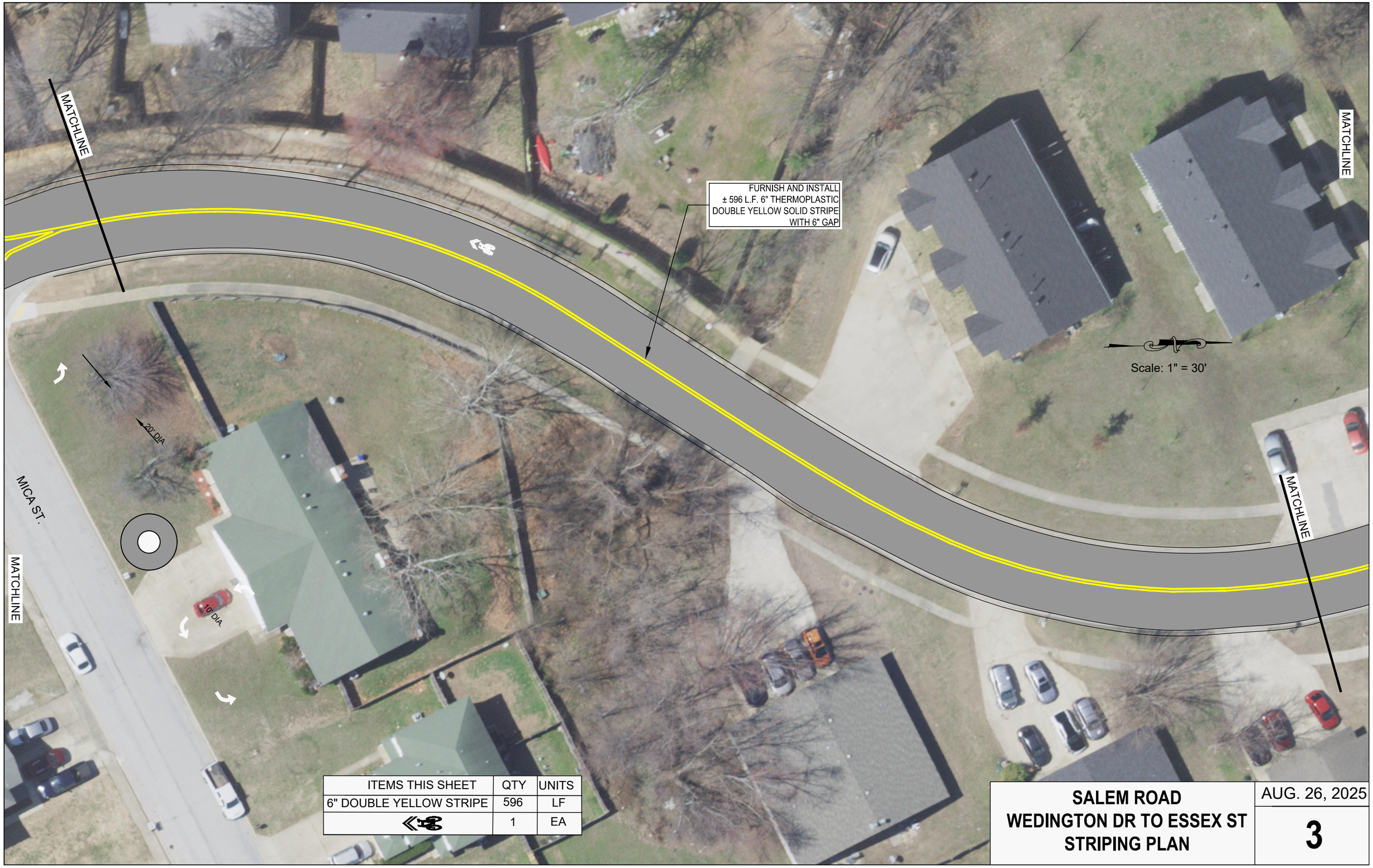
AUG. 26, 2025

1





SALEM ROAD **WEDINGTON DR. TO ESSEX ST.** **STRIPING PLAN**	AUG. 26, 2025 **2**

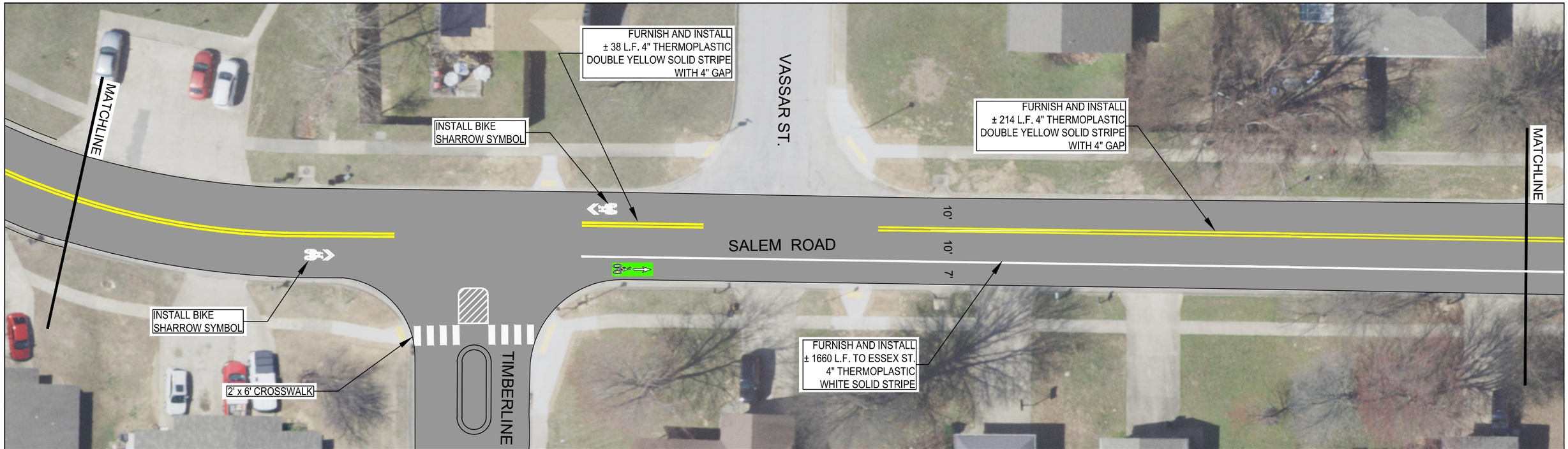


ITEMS THIS SHEET	QTY	UNITS
6" DOUBLE YELLOW STRIPE	596	LF
	1	EA

SALEM ROAD
WEDINGTON DR TO ESSEX ST
STRIPING PLAN

AUG. 26, 2025

3



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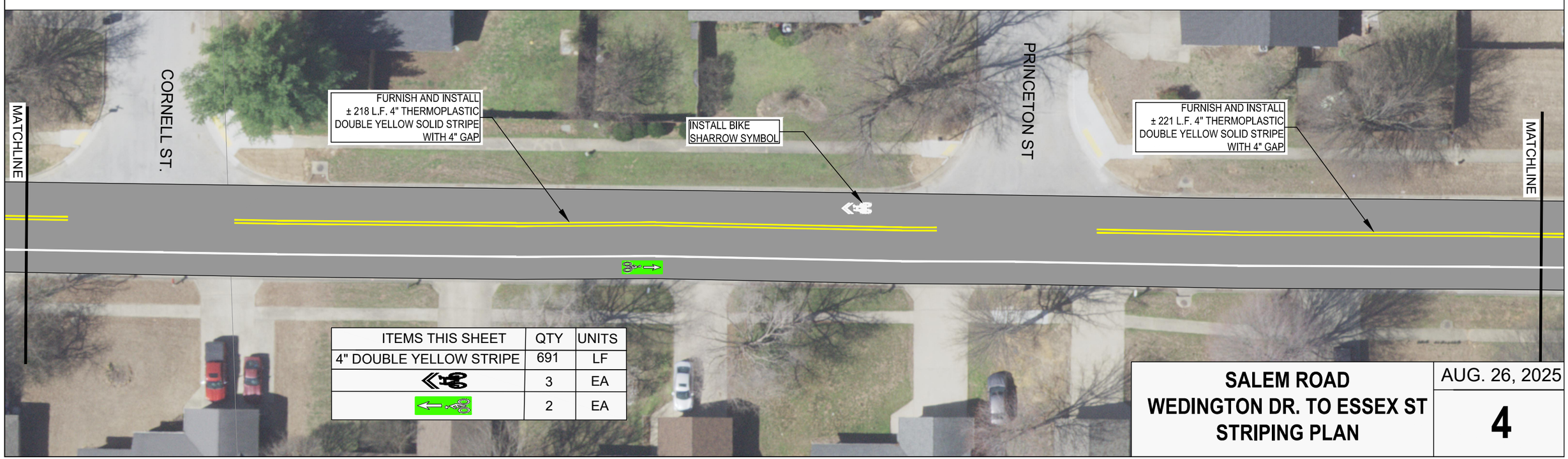
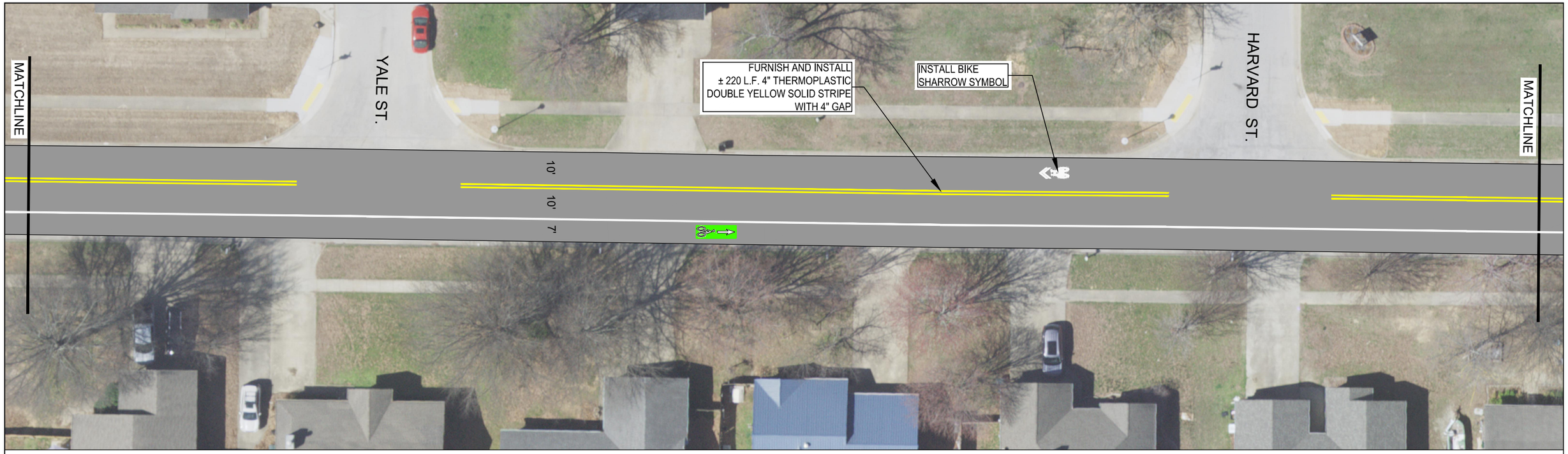


ITEMS THIS SHEET	QTY	UNITS
4" DOUBLE YELLOW STRIPE	691	LF
	3	EA
	2	EA

SALEM ROAD
WEDINGTON DR. TO ESSEX ST
STRIPING PLAN

AUG. 26, 2025

4



Scale: 1" = 30'

ITEMS	QTY	UNITS
4" DBL YELLOW STRIPE	658	LF
	2	EA
	2	EA

SALEM ROAD
WEDINGTON DR TO ESSEX ST
STRIPING PLAN

AUG. 26, 2025

5

7.5 MIDBLOCK CROSSINGS AND UNCONTROLLED INTERSECTIONS

To increase walkability and pedestrian safety, midblock crossings may be allowed or required on certain streets and implemented in accordance with NACTO's Guidance for Midblock Crossings and these Standards. The minimum expected crossing volume for installation of a midblock crosswalk is typically 20 or more pedestrians per hour for any hour of an average day. Children, senior citizens, and disabled users shall be counted 2x in this volume calculation. Crossing locations near schools, parks, or other destinations, and more than 300 feet from the nearest crossing may be considered regardless of the pedestrian volume.

Midblock crossings and crossings at intersections without stop or signal control may require additional safety features under certain conditions. Countermeasures as outlined in the FHWA Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations shall be installed as appropriate for the speed and volume of traffic and type of roadway conditions.

Crosswalks shall be marked at uncontrolled crossing locations where the following conditions occur:

1. Pedestrians exceed 20 pedestrians per hour for one hour, 18 pedestrians per hour for two hours, or 15 pedestrians per hour for 3 hours. Children, senior citizens, and disabled users count 2x for purposes of this volume calculation.
2. Vehicle ADT exceeds 3000 vpd.
3. Operating (85 percentile) speeds are greater than 35 mph.

All marked crosswalks at uncontrolled locations shall include:

1. High visibility crosswalk markings per standard details.
2. Adequate sight distance by restricting parking and other obstructions.
3. Adequate nighttime lighting levels. Lighting shall be installed on both sides of the crosswalk located such that the pedestrian is front lit while in the crosswalk.
4. Crossing warning signs.

Table 1 of the FHWA Guide for Improving Safety at Uncontrolled Crossing Locations shall be used to select crossing enhancements beyond the standards listed above. Notes and modifications to this table are as follows:

1. RRFB's are a minimum requirement when operating (85th percentile) speeds are above 35 mph, and may be required at lower speeds when ADT is higher than 9000 vpd.
2. Pedestrian hybrid beacons are always required when warranted per MUTCD criteria.
3. Other treatments identified in Table 1 shall be considered based on roadway configuration and traffic speed and volume. Treatment types circled or highlighted in black shall be minimum requirements.

BUS STOP
N Leverett Ave
Berry St
Leverett Ave

Vanike Dr

Raleigh Rd

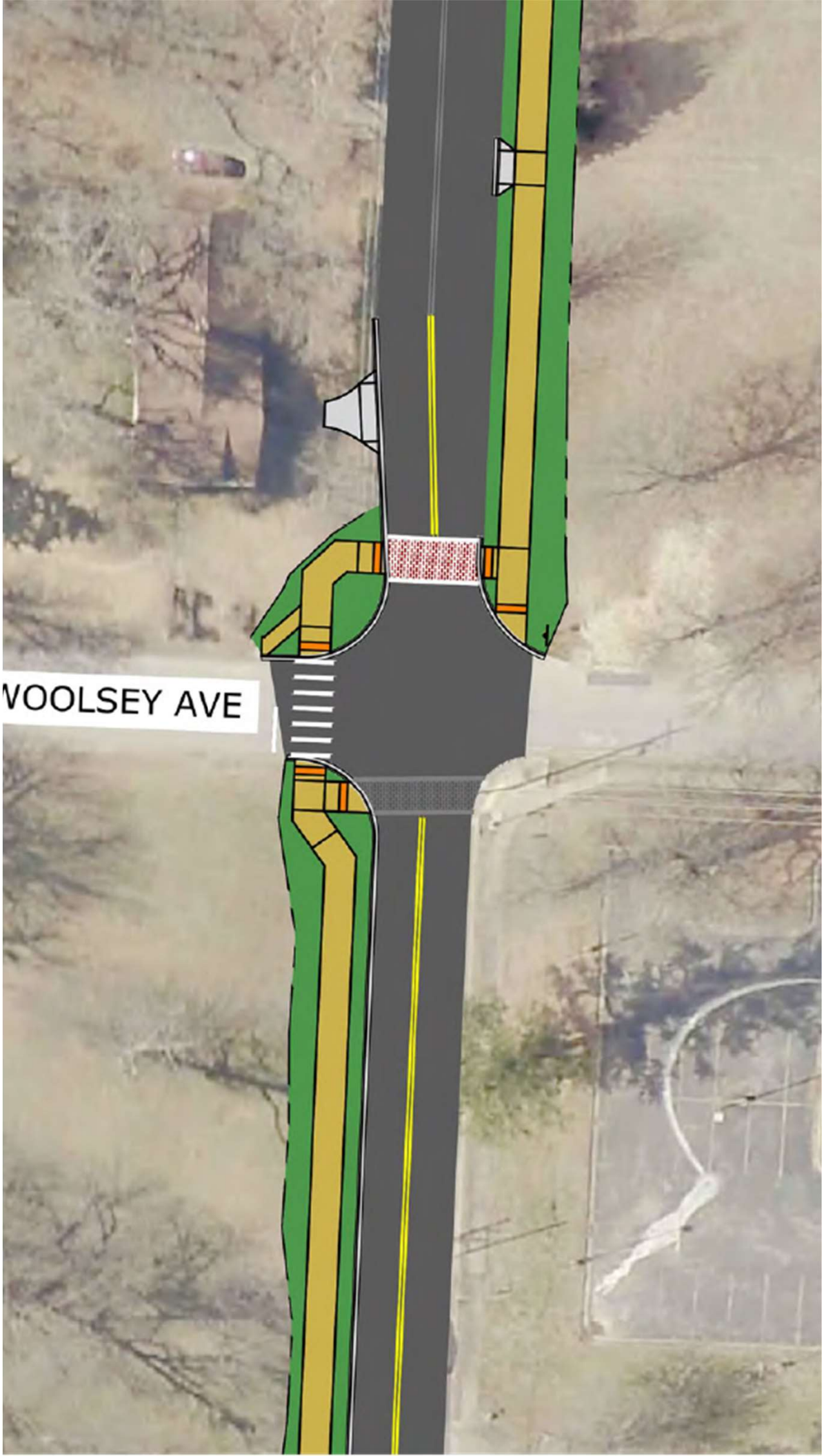
Graden Acres Rd
SOUTH

W North St

W North St

W Norfolk

W North St


WOOLSEY AVE

Project Location	Location Priority	RRFB Matrix	Bike/Ped Activity	Constructability	Recommendation	Priority (Score)
Appleby @ Bob Younkin	Transit, Hospital	Engineering Judgment	High	Ramps in Place	RRFB	1 (6)
Salem @ Bentgrass	Holcomb School	Consider	Med	Ramps in place	RRFB	1 (6)
M.L.K. @ Willow	MLK Walkability,	Consider	High	Ramp work needed	RRFB	1 (6)
Mall Ave @ Old Navy	Transit, Trails, Businesses	Consider	Med	Ramps in place	RRFB and refuge	1 (6)
Rupple Rd @ Bronco Dr.	School, Trail	Recommended	Med	Ramps in Place	RRFB	1 (7)
Old Wire Rd @ Strawberry/Azalea	Park	Recommended	Low	Significant Sidewalk work needed	RRFB	2 (3)
Old Wire @ Overcrest	Trail/Park	Recommended	Med	Significant work needed	RRFB	2 (4)
Broyles @ Tumbleweed	Resident Request	Recommended	Low	Ramps in place	RRFB	2 (4)
Sang @ Lawson	School Zone, Bike Route	Engineering Judgment	Med	Ramp work needed	RRFB with sidewalk project	2 (4)
South St @ S College	MLK Walkability Plan	Engineering Judgment	Med	Ramp needed one side	RRFB	2 (4)
Old Wire @ Broadview	Resident Request, Trail	Recommended	Low	Ramps in Place	RRFB	2 (4)
Township @ Azalea	Park, Trails	Consider	High	Significant Ramp work needed	RRFB	2 (5)
Old Missouri S of Stubbelfield	School zone	Consider	Med	Ramps in Place	RRFB	2 (5)
Township @ Vandergriff	Mobility Plan, School Zone, Traffic Calming	Engineering Judgment	Med	Ramps in place	Raised Crosswalk	2 (5)
Stubblefield @ Loxley	Bike Route	Consider	High	Ramp work Needed	RRFB	2 (5)
Lafayette @ Olive	Resident Request	Consider	High	Ramps in Place	RRFB	2 (5)
Porter @ Houston	Request, Special Needs Facility	Engineering Judgment	Low	Ramp work Needed	RRFB	3 (2)

CONNECTED COMMUNITY WORKSHOP

A STRATEGIC TRAINING FOR ELECTED OFFICIALS THAT WILL EXPLORE THE ECONOMIC AND COMMUNITY IMPACT OF CONNECTED COMMUNITIES

LOCATION: FAYETTEVILLE

FACILITATED BY: LANESHIFT

DATE: TBD

CITY OF FAYETTEVILLE ARKANSAS

LANESHIFT

ABOUT LANESHIFT

Laneshift is a planning and professional development firm that specializes in bicycle and pedestrian networks and community connectivity. In 2025, Laneshift became a division of **Crafton Tull**, a 300+ person engineering and design firm. The partnership combines the expertise of both firms to foster collaboration with cities, companies, developers, and advocacy organizations. Our mission is to strengthen people and places through active transportation.

OUR FOCUS

Laneshift is focused on leveraging our real-world experience to help clients improve connectivity by creating and improving bike networks, pedestrian networks, and amenities. At our core, Laneshift is passionate about and focused on moving people safely and comfortably. This translates into a focus on active mobility with an emphasis on bicycle and pedestrian modes. At Laneshift, we are committed to fostering connections between communities and people.

OUR PROFESSIONAL DEVELOPMENT EXPERIENCE

Laneshift facilitates high-impact educational offerings, which are designed to equip participants with a deep understanding of both active transportation-friendly culture and infrastructure. Educational programs also provide opportunities for participants to build relationships and learn from other professionals from around the country. We believe education can change people's lives and empower professionals to impact positive change within their communities. When professionals change how they think about their community, it changes how they make decisions within their community.

Professional Development Highlights:

1. Active Transportation Academy (ATA)- 4 Day professional development course
   - Six years of experience delivering the ATA to diverse professionals.
   - Laneshift has facilitated **nineteen** ATAs since 2019 and trained over **150 professionals** through the program.
   - Participants from around the country travel to Bentonville, AR, to learn from our team through engaging workshops, in-the-field learning, and a final capstone project that shows evidence of program application.

2. Benchmarking Tours- 2-3 day professional development experience for groups or teams:
   - Over six years of experience designing, delivering, and facilitating Benchmarking Tours.
   - Facilitated **eighteen** Benchmarking Tours in NW Arkansas with delegations from metropolitan planning organizations, cities, advocacy groups as well as project-based stakeholder groups.
   - **200+** professionals trained and equipped through Benchmarking Tours
   - Laneshift coordinates all logistics, including agenda development and refinement, communication with participants, accommodations, meals, outside speakers, transportation, and bicycles.

OUR TEAM

Ryan Hale
Vice President
Laneshift

901 N. 47th Street
Rogers, AR 72712

479-426-2082
ryan@laneshift.net

Relevant Projects:

- Razorback Regional Greenway- Northwest Arkansas*
- Springdale, AR & Siloam Springs, AR – Safe Streets Pilot Projects (2018-2019)
- City of Joplin, MO – Active Transportation Plan (2021)
- Acquisition and preservation of Mt. Kessler-Fayetteville, AR*
- Lake Atalanta revitalization-Rogers, AR*
- Coler Mountain Bike Preserve-Bentonville, AR*
- Multi-use trail development-Markham Hill/Fayetteville, AR
- Railyard Loop -Rogers, AR*
- Back Forty Trail system-Bella Vista, AR*
- Dirt 66, Trails and connectivity plan-Springfield, MO

*Prior Experience

Laneshift was founded in 2017 by Ryan Hale. Prior to this, Ryan worked for over five years at the center of the growth of Northwest Arkansas' bike and pedestrian network as a staff member for the Walton Family Foundation. Through projects like the development of the **Razorback Regional Greenway**, the Back 40 mountain biking trail system in Bella Vista, and Lake Atalanta in Rogers, AR, Ryan gained valuable experience in the implementation of robust bike and pedestrian systems that continue to grow in size and connectivity. Experiences gained while working at both the **regional** and **project** levels helped serve as a springboard for the launch of Laneshift.

Bio at a Glance:

- Former Community Banker
- 5+ years with the Walton Family Foundation as lead program officer for the development of bike and pedestrian infrastructure in the Home Region
- Team captain-University of Arkansas Razorbacks – 1998 Football
- Member of New York Giants-1999-2000-NFC Champions & Superbowl 35

LANESHIFT

OUR TEAM

Marina Kashubin
Project Specialist

With over eight years of customer service experience, Marina has worked in a variety of fields ranging from being a barista at a specialty coffee shop to administrative work at a behavioral health clinic. Marina has been working at Laneshift since August 2021 and handles all of the day-to-day tasks associated with facilitating effective programs. Her role includes coordinating client and consultant teams, scheduling, preparation, quality control of materials, and daily tracking of deliverables through project management software.

Jocelynn Crowther
Sr. Project Engineer

Jocelynn studied civil and environmental engineering and received both a bachelor's and master's degree at Brigham Young University. Jocelynn's mother introduced her to bike riding when she was in high school, and they enjoyed riding along the country roads while avoiding puncture vine. She kept up riding on trails in Utah Valley and introduced her husband,Nathan, to the joy of riding before they moved to NWA in 2017. Jocelynn and Nathan have two sons who are five and two years old. Jocelynn works as an engineering consultant for Laneshift and is adding her experience with municipal engineering, project design and construction, and active transportation projects to the team.

Jake Truman
Visual Design Coordinator

Jacob was born and raised in Northwest Arkansas and truly feels at home in the Ozarks and the greater outdoors. You can find him enjoying a range of different outdoor activities, from hiking with his family to trail running and bike riding. The bicycle has been a massively influential part of his life. Prior to joining Laneshift, Jacob served as the Store Manager of a local bike shop where he was able to share his passion for nature, gain unique perspectives, and build a strong culture centered around pedaling on two wheels. Jacob is driven to connect people by creating and designing amazing spaces to work, play, and live.

LANESHIFT

OVERVIEW OF THE WORKSHOP

We are passionate about sharing the story of "connected communities" and educating our clients how connectivity can transform both people and places. During our workshop, the Laneshift team will spend time with city leaders to educate and inform on the benefits of creating safe, comfortable and connected infrastructure as well as the importance of sustaining a welcoming, accessible and encouraging culture for active transportation. We will explore detailed ways that cities can promote and encourage a more connected community by prioritizing active transportation elements which can add value to the local economy, increase health outcomes and strengthen their community.

TOPICS COVERED IN WORKSHOP:

a. How active transportation can catalyze and contribute to a community's economy.

b. The role that active transportation plays in placemaking.

c. Designing spaces and places for people on foot and on bikes.

d. Vulnerable Road User Safety.

e. How to sustain a culture of movement and activity that can improve mental and physical health outcomes.

LANESHIFT

OPTION #1: SAMPLE AGENDA

½ +DAY WORKSHOP AND RIDE

Draft Agenda:

8:30 am- *Begin workshop in Fayetteville (Light breakfast items and coffee available) Facilitator:* ***Ryan Hale***

- *Reviewing the "Connected Community" model which provides a framework for developing safe, comfortable and connected infrastructure and a welcoming, accessible and encouraging culture.*
- *Exploring the benefits of active transportation within a community.*
- *Vulnerable Road User Safety solutions*

10:30 am- *Gear up to ride and orientation to bikes*

11 am- *Facilitated biking and walking tour of key active transportation projects in Fayetteville*

12:30 pm- *Lunch*

1:30 pm- *Conclude ride and debrief*

2:30 pm- *Workshop complete*

OPTION #2: SAMPLE AGENDA

FULL DAY WORKSHOP AND RIDE

Draft Agenda:

8:30 am- *Begin workshop in Fayetteville (Light breakfast items and coffee available) Facilitator:* ***Ryan Hale***

- *Reviewing the "Connected Community" model which provides a framework for developing safe, comfortable and connected infrastructure and a welcoming, accessible and encouraging culture.*
- *Exploring the benefits of active transportation within a community.*
- *Vulnerable Road User Safety solutions*

10:30 am- *Travel to Rogers via van to explore multiple active transportation projects in that city. We will explore on foot and by bike (Downtown Rogers and Uptown).*

- *Visit with a staff member from the City of Rogers.*

12 pm- *Lunch*

1 pm- *Travel to Bentonville to explore multiple active transportation projects on foot and by bike. (3rd and 8th Street cycle tracks, Razorback Regional Greenway through Walmart campus)*

3 pm- *Depart for Fayetteville*

3:30 pm- *Biking in Fayetteville (locations to be determined)*

5 pm- *Conclude ride and debrief over dinner- (Upstairs at Woodstone)*

7 pm- *Workshop complete*

LANESHIFT

OPTION #1:
½ +DAY WORKSHOP AND RIDE
$3,462

What's Included:

- *Facilitation of workshop and tour.*
- *Water, hydration drinks, protein bars, and snacks throughout the day.*
- *Light breakfast items and coffee.*
- *Lunch*
- *Use of e-bike and helmet for each participant.*
- *Pre-event planning with city staff to finalize agenda.*
- *Logistics communication with participants to answer frequently asked questions.*
- *The city can include up to 13 participants.*

What's not included:

- *Venue space for workshop*

OPTION #2:
FULL DAY WORKSHOP AND RIDE
$4,925

What's included:

- *Facilitation of workshop and tour.*
- *Water, hydration drinks, protein bars, and snacks throughout the day.*
- *Light breakfast items and coffee.*
- *Lunch*
- *Use of e-bike and helmet for each participant.*
- *Pre-event planning with city staff to finalize agenda.*
- *Logistics communication with participants to answer frequently asked questions.*
- *Dinner at Woodstone Pizza*
- *The city can include up to 13 participants.*

What's not included:

- *Venue space for workshop*

LANESHIFT

LANESHIFT

CITY OF
FAYETTEVILLE
ARKANSAS

Transportation Committee Memo

2025-1900

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From: Paul Libertini, Staff Engineer

Subject: **Hwy 112 (Garland Ave) - Follow up to a Request to Modify Raised Median**

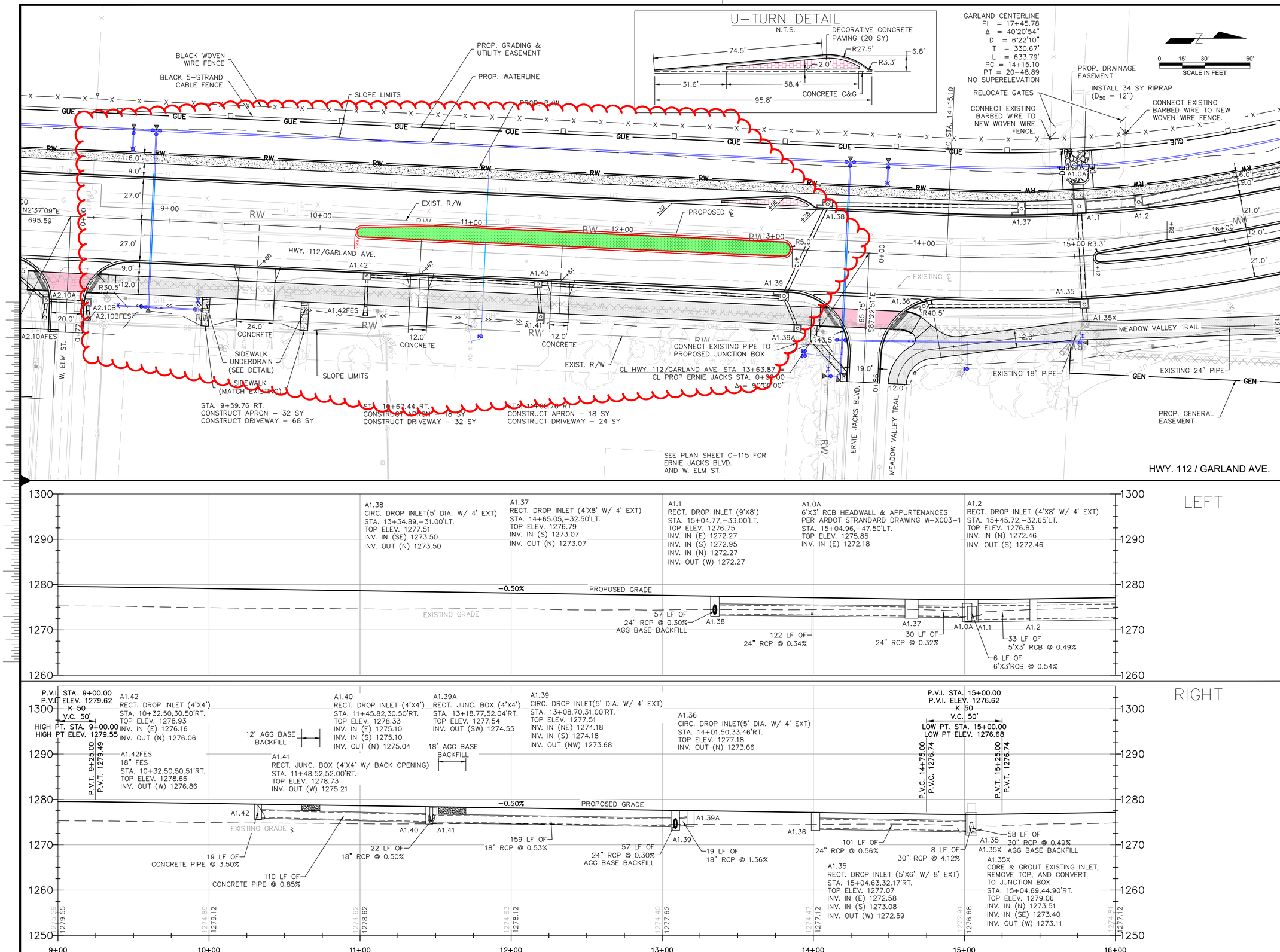
Recommendation:
Approval of the proposed modification to the median opening at Station 10+25 on the Hwy 112 plans.

Background:
The request from Bradford Place property owners to modify the proposed raised median in front of their driveway on Hwy 112 was presented to the Transportation Committee on August 26th. Staff cited 4 different options for the Committee to consider, discuss and recommend.

Discussion:
Staff was given direction by the Transportation Committee to shorten the length of the raised median giving access to the Bradford Place residents. Attached for review are 2 plan sheets showing the proposed shortened raised median. If the Committee approves the proposed modification, staff will have the consultant revise the construction plans.

Budget/Staff Impact:
No Impact

Attachments: Hwy 112 - Proposed Median Adjustment Plans, Median Opening Request Packet from the August 26 Transportation Committee Meeting



no.	date	by	ckd	description
00	12/29/19	WPP	SRB	30% SUBMITTAL
01	09/25/20	WPP	SRB	60% SUBMITTAL
02	07/09/21	TRN	JME	90% SUBMITTAL
03	04/11/25	TRN	JME	100% REVIEW/NFC

PAVEMENT LEGEND

- CONCRETE TRAIL (4" THICK FIBER REINFORCED CONC. & 4" THICK CLASS 7 BASE)
- CONCRETE SIDEWALK (4" THICK CONC. & 4" THICK CLASS 7 BASE)
- TRANSIT STOP (HARDSCAPE ONLY, SHELTER BY OTHERS)
- DECORATIVE CONCRETE PAVING (8" UNIFORM THICKNESS)
- RED COLORED CONCRETE (TR1 TRAIL DETAIL)(8" THICK)

100% REVIEW

NOT FOR CONSTRUCTION

BURNS McDONNELL
6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
04/11/25	CAG
designed	checked
WPP	SRB

HWY. 112 WIDENING
POPLAR ST. TO DRAKE ST.

PLAN & PROFILE HWY. 112 – 2

project	contract
117298	040720

drawing C-101 — rev. 03

sheet 22 of 148 sheets

file C-100_P&P.DWG

NOTE: UNLESS OTHERWISE MENTIONED, ANY PAVEMENT MARKINGS IN THIS PANE ARE TO REMAIN IN PLACE.

6" SKIP WHITE

REMOVE EXISTING DOTTED WHITE LINES

REMOVE EXISTING SYMBOLS

REMOVE EXISTING "RIGHT LANE MUST TURN RIGHT" (R3-7R) SIGN.

REMOVE EXISTING "LEFT LANE" (M5-4) SIGN.

REMOVE AND REINSTALL HWY 112 NORTH SIGNS.

REMOVE EXISTING TWO-WAY(W6-3) TRAFFIC SIGN.

REMOVE AND REINSTALL "DO NOT ENTER" (R5-1) SIGN

REMOVE EXISTING SYMBOLS

REMOVE EXISTING CONTINUOUS WHITE

RAISED PAVEMENT MARKER (TYP) (TYPE 2 RED/CLEAR, PER PM-1 STANDARD DRAWING)

REMOVE EXISTING "RIGHT LANE MUST TURN RIGHT" (R3-7R) SIGN

EXISTING SPEED LIMIT 35 MPH SIGN (DO NOT DISTURB)

NOELLE AVE.

REMOVE EXISTING "RIGHT LANE MUST TURN RIGHT" (R3-7R) SIGN.

REMOVE AND REINSTALL "DO NOT ENTER" (R5-1) SIGN

BEL AIR DR.

REMOVE EXISTING CONTINUOUS WHITE LINE

MELMAR DR.

RETAIN EXISTING CONTINUOUS WHITE BIKE LANE

0+00

0 15' 30' 60'
SCALE IN FEET

STA 1+50 R1-1 36"x36"

STA 1+50 D3-1 VARIES"x9"

STA 1+50 D3-1 VARIES"x9"

STA 1+50 D3-1 VARIES"x9"

N. Janice AVE

N. Janice AVE

N. Continental AVE

STOP

N. JANICE AVE.

12" WHITE STOPBAR & CROSSWALK

6" SKIP WHITE

6" CONTINUOUS WHITE

RAISED PAVEMENT MARKER (TYP) (TYPE 2 RED/CLEAR, PER PM-1 STANDARD DRAWING)

STA 4+62 R6-1 54"x18"

ONE WAY

ONE WAY

STA 4+78 R6-1 54"x18"

6" SKIP WHITE

STA 7+61 R4-7 18"x24"

6" DOUBLE YELLOW

0+00 +50 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00

PROPOSED ℄

PC: 3+50.66

PT: 7+83.35

MATCHLINE 1+83

+94 +44 +21 +21

25' TYP

TR1 DETAIL

HWY 112/GARLAND AVE.

6" SKIP WHITE

PAVEMENT MARKING SYMBOL/WORD

6" CONTINUOUS WHITE

12" WHITE STOPBAR

W. POPLAR ST.

STA 1+75 D3-1 VARIES"x9"

W Poplar ST

W Poplar ST

STA 1+75 D3-1 VARIES"x9"

N Garland AVE

STOP

STA 1+75 D3-1 VARIES"x9"

STA 1+75 R1-1 36"x36"

6" DOUBLE YELLOW

PAVEMENT MARKING SYMBOL/WORD

SPEED LIMIT

STA 3+42 R2-1 30"x36"

STA 3+05 R4-7 18"x24"

4" SKIP YELLOW TRAIL MARKING 9' GAP & 3' LINE

BILLY JO DR.

4" SOLID WHITE (TYP)

REINSTALL "ENTRANCE" SIGN

6" SOLID YELLOW

4" DASHED YELLOW

PAVEMENT MARKING SYMBOL

STA 9+60 R6-1 54"x18"

ONE WAY

STA 10+30 R4-7 18"x24"

STA 10+67 R6-1 54"x18"

ONE WAY

STA 11+10 R3-4 36"x36"

STA 11+61 R6-1 54"x18"

ONE WAY

RAISED PAVEMENT MARKER (TYP) (TYPE 2 RED/CLEAR, PER PM-1 STANDARD DRAWING)

6" DOUBLE YELLOW

6" CONTINUOUS WHITE

STA 15+65 R3-4 36"x36"

8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00

6" CONTINUOUS WHITE

6" SKIP WHITE

PROPOSED ℄

PC: 14+15.10

+47 +86 +92 +65

TR1 DETAIL

6" CONTINUOUS DOUBLE YELLOW

6" SKIP WHITE

HWY 112/GARLAND AVE.

TR1 DETAIL

PT: 16+32.26

4" SKIP YELLOW TRAIL MARKING 9' GAP & 3' LINE

STA 9+75 R6-1 54"x18"

ONE WAY

RELOCATED "ADOPT A HIGHWAY" SIGN

STA 13+20 R4-7 18"x24"

12" WHITE STOPBAR

RELOCATED SHARED USE PATH ARROW SIGN

RELOCATED SHARED USE PATH ARROW SIGN

PAVEMENT MARKING SYMBOL/WORD

RELOCATED "RAZORBACK TRANSIT" SIGN

STA 15+20 R4-7 18"x24"

W. ELM ST.

W Elm ST

W Elm ST

STA 8+20 D3-1 VARIES"x9"

STA 8+20 D3-1 VARIES"x9"

N Garland AVE

STA 8+20 D3-1 VARIES"x9"

STOP

STA 8+20 R1-1 36"x36"

RELOCATED "DEAD END" SIGN

REINSTALL "EXIT" SIGN

RELOCATED "DEAD END" SIGN

ERNIE JACKS BLVD

MEADOW VALLEY TRAIL

W Ernie Jacks BLVD

W Ernie Jacks BLVD

STA 13+80 D3-1 VARIES"x9"

STA 13+80 D3-1 VARIES"x9"

N Garland AVE

STA 13+80 D3-1 VARIES"x9"

STOP

STA 13+80 R1-1 36"x36"

NOTE: ALL PAVEMENT MARKINGS ARE THERMOPLASTIC PAVEMENT MARKINGS MEETING ARDOT SPECIFICATIONS UNLESS OTHERWISE NOTED ON THE PLANS.

0 15' 30' 60'
SCALE IN FEET

Scale For Microfilming
Millimeters
Inches

no.	date	by	ckd	description
00	12/29/19	WPP	SRB	30% SUBMITTAL
01	09/25/20	WPP	SRB	60% SUBMITTAL
02	07/09/21	TRN	JME	90% SUBMITTAL
03	04/11/25	TRN	JME	100% REVIEW/NFC

100% REVIEW

NOT FOR CONSTRUCTION

BURNS McDONNELL

6576 LYNCH'S PRAIRIE COVE, STE B
SPRINGDALE, AR 72762

date	detailed
04/11/25	CAG
designed	checked
WPP	SRB

HWY. 112 WIDENING
POPLAR ST. TO DRAKE ST.

SIGNAGE AND STRIPING PLAN – 1

project	contract
117298	040720

drawing C-400 — rev. 03

sheet 63 of 148 sheets

file C-400_SIGN&STRIPING.DWG

CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1534

Meeting of August 26, 2025

To: Transportation Committee

Thru: Molly Rawn, Mayor
Keith Macedo, Chief of Staff
Chris Brown, Public Works Director

From: Paul Libertini, Staff Engineer

Subject: **Hwy 112 (Garland Ave) – Request to Modify Raised Median**

Recommendation:
Staff requests that the Transportation Committee select one of the options presented today as a solution to an appeal from a resident of Bradford Place to modify a raised median on Hwy 112.

Background:
The City has agreement in place with the Arkansas Department of Transportation (ARDOT) to design and construct Garland Avenue from Janice Ave to Drake Street, approximately 1.0 miles. ARDOT is paying 100% of the design, land acquisition and construction with the stipulation that the City will take over the ownership and maintenance of Garland Avenue. The construction plans are ready to bid once some right-of-way issues are resolved.

On May 9, 2019, the Transportation Committee approved a recommendation to City Council to hire Burns & McDonnell Engineering Company for professional services to design this highway project. A static, web-based public information meeting was made available to the public by the City from March 9, 2022 until April 6, 2022 on the City's Speak Up Fayetteville website. Informational letters were sent to property owners containing a link to Speak Up Fayetteville & a QR code. The letter for Bradford Place was mailed to Harris-McHaney Property Management, 809 S 52nd St, Rogers, Arkansas.

This highway has been designed as a 4-lane divided roadway with raised grass medians for safety. Median openings have been provided at all public streets. The current design provides "bulb-outs" for legal U-turns for adjacent residents. It should also be noted that this typical section is in compliance with the future widening of Hwy 112 from Fayetteville to Bentonville (approx. 20 miles) which includes raised medians and roundabouts as safety features (see exhibits).

The utilization of raised medians as a safety feature is supported by 2 facts sheets, one from ARDOT and one from FHWA, which state that we can expect to see a reduction in crashes in the range of 46% to 71% (Statewide results), and a reduction in fatal & serious injuries by 82% per a case study of Hwy 412 in Siloam Springs.

The Average Daily Traffic from the ARDOT website is listed as 18,000 vehicles in 2024. Bradford Place contains 44 residential units that generate approximately 292 trips per weekday (6.63 trips per unit), and 27 trips during the a.m. and p.m. peak hours (0.61 trips per unit) based on published trip generation studies by ITE (Institute of Transportation Engineers). There are no published trip generation rates for Airbnb properties, however it was suggested that the trip generation rates would be higher.

Discussion:
Staff offers the responses below to the email request from Brandon Anthes (Bradford Place) to remove the raised median:

- The City GIS map shows 44 addresses, not 39 as stated
- It appears that the studies mentioned were referring to an undivided highway vs a divided highway with a center turn lane
- It is agreed that a center turn lane is safer than an undivided highway, but that is not the case here. Raised medians control turning movements much better than a two-way left turn lane resulting in increased safety.
- It is more expensive to construct a paved center turn lane than to construct a raised grassed median
- It appears that it would be possible for Bradford Place to make a driveway connection to Elm Street, thereby having full access to a median opening

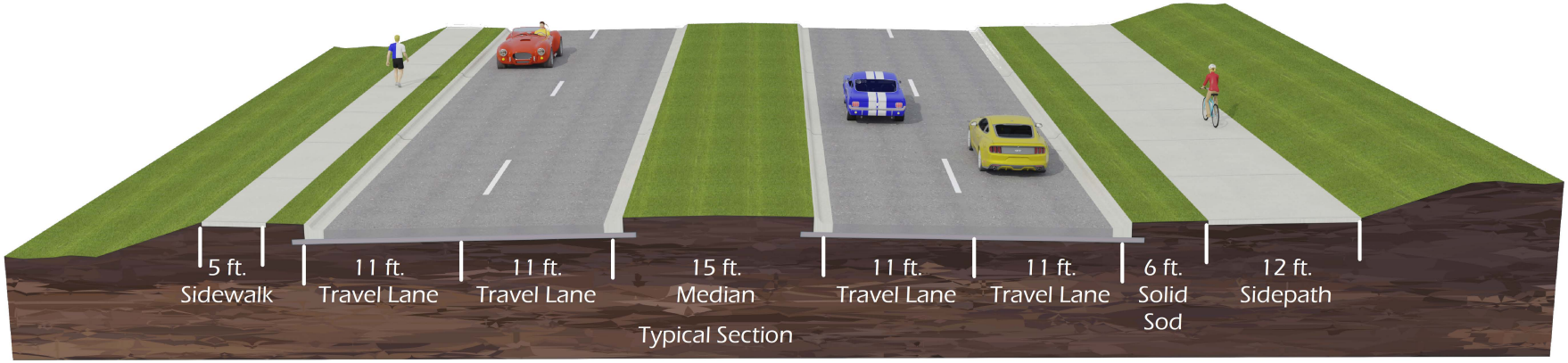
The following 4 options are offered for discussion:

1. Do Nothing, leave the raised median as designed
2. Extend the raised median or install traffic devices to deter vehicles from making illegal & potentially dangerous crossings
3. Shorten the raised median to allow vehicles to make a southbound left turn across Hwy 112
4. Remove the raised median and replace with a two-way left turn lane (not recommended)

Budget/Staff Impact:
No Impact

Attachments: NWA Regional Hwy 112 Conceptual Drawing (approx. 20 miles), NWA Regional Hwy 112 Typical Section, Bradford Place - GIS Aerial Exhibit, Hwy 112/Garland Ave Conceptual Drawing, ARDOT Raised Median Fact Sheet, FHWA Median Safety Fact Sheet, Email Request from Brandon Anthes of Bradford Place

Job 040752
Howard Nickell Rd. - Greathouse Springs Rd.
Job 040758
Greathouse Springs Rd. - Don Tyson Pkwy. Extension
Job 040860
Don Tyson Pkwy. Extension - Hwy. 412
ARDOT
ARKANSAS DEPARTMENT OF TRANSPORTATION
PRELIMINARY
Subject To Revision
End Job 040860
End Job 040758
Begin Job 040860
End Job 040752
Begin Job 040758
Begin Job 040752
Albano Dr
Industrial Dr
Leelynjean Ln
Georges Ave
64th St
Apple Blossom
Watkins Ave
Gene George Blvd
Dearing Rd
Freedom Pl
Stoney Point Ln
Kissinger
Western Trails Dr
Toby Ln
Pocco Ln
Asbury Ave
56th St
48th St
Don Tyson Pkwy
Sisemore Ln
New Hope Rd
Steele Rd
Johnson Mill Blvd
Greathouse Spgs
Reed Valley Rd
Clear Creek Blvd
Sims Estate Dr
Salem
Hidden Acres Rd
Pierre Crossing
Howard Nickell Rd
412
112
49
N
Proposed Road
0
1,000
2,000
Feet
Photography Date: 2021
ARDOT - Environmental GIS - Reed
Map: August 31, 2021; Meeting: September 9, 2021
Public Involvement Meeting VPI Exhibit



Typical Section

ARDOT - Environmental GIS - Dudley - August 30, 2021

Parcel Label

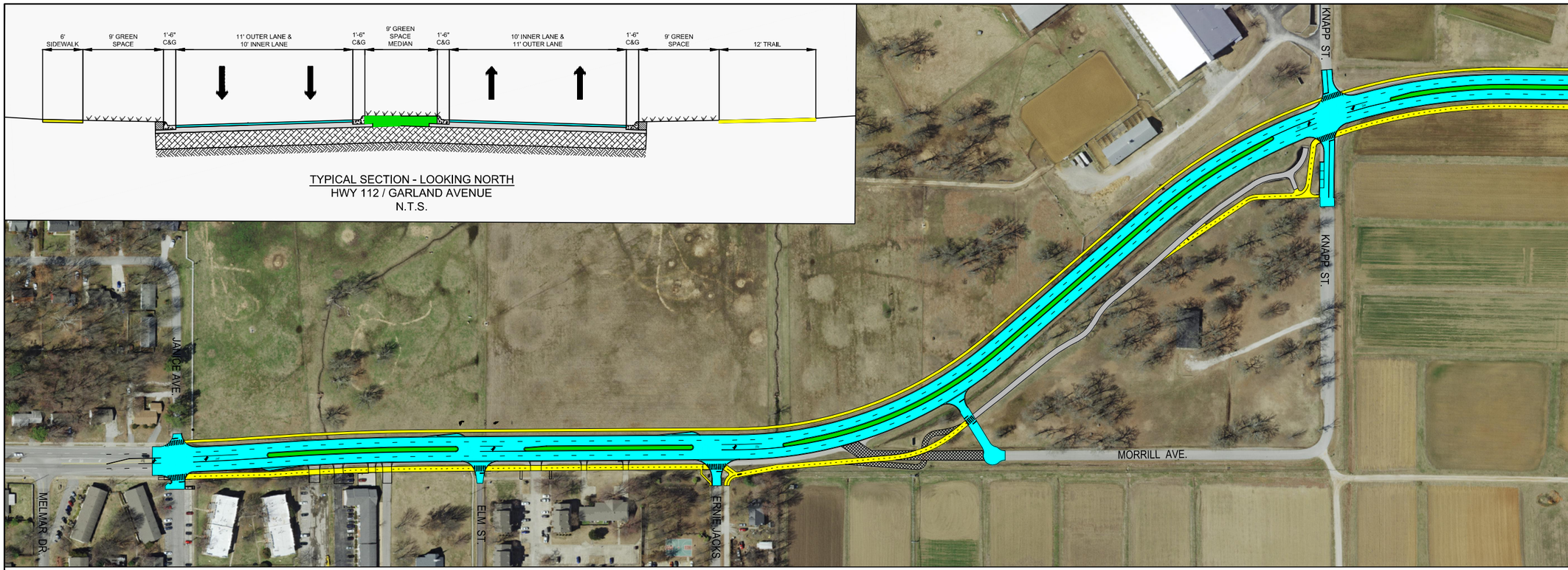
Exhibit

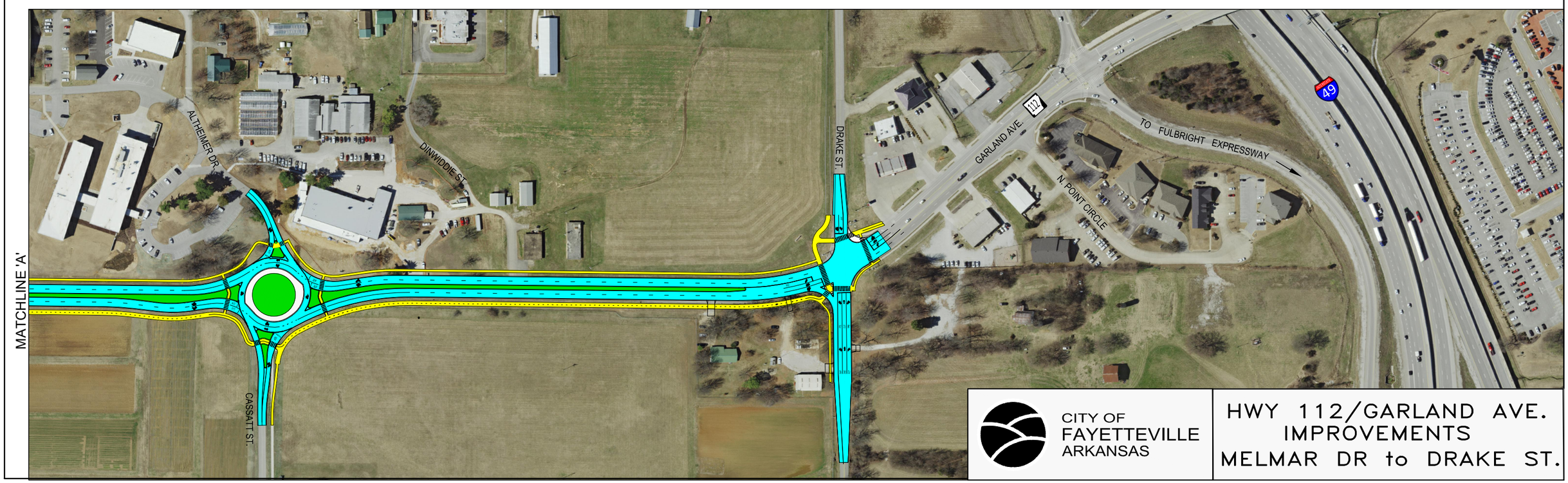
Fayetteville, AR

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 warrantees 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: 8/14/2025
Credits: 2025 Imagery | EagleView Technologies | Surdex Corporation, City of Fayetteville, AR
Map Author:

TYPICAL SECTION - LOOKING NORTH
HWY 112 / GARLAND AVENUE
N.T.S.





CITY OF FAYETTEVILLE ARKANSAS

HWY 112/GARLAND AVE. IMPROVEMENTS
MELMAR DR to DRAKE ST.

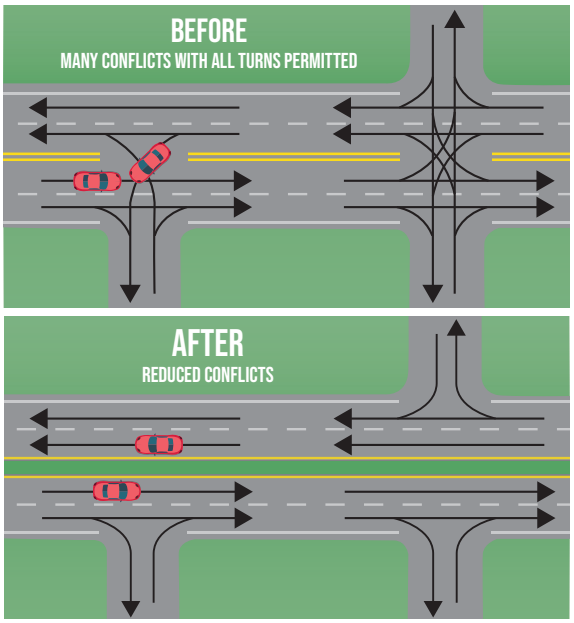
RAISED MEDIANS

WHAT IS A RAISED MEDIAN?

A raised median is a physical barrier that separates opposing directions of traffic, thus reducing the chance of a vehicle crossing into oncoming traffic. In urban areas, medians are often relatively narrow to limit property impacts.

IMPROVED SAFETY

By creating a barrier between opposing traffic, raised medians prevent most head-on collisions, which can often be severe or fatal. Additionally, raised medians allow left-turns to be consolidated into a handful of well-designed median break locations. These median breaks can also be designed to allow U-turns (see back). Raised medians allow traffic to flow in a more orderly manner, reduce the number of conflict points, and greatly reduce crash severity and frequency.



According to research from the Transportation Research Board, installing a raised median on an undivided highway resulted in a median accident rate reduction of nearly 35 percent. Raised medians are particularly beneficial when traffic volumes exceed 24,000 vehicles per day.

REDUCED DELAYS

By reducing conflict points and improving traffic flow, a roadway is able to carry more traffic. As a result, delays due to traffic congestion also decrease. Raised medians have been determined to reduce motorist delays up to 30 percent.

Diagram: From Gluck, J., H. S. Levinson, and V. Stover. NCHRP Report 420: Impacts if Access Management 501-569-2201 Techniques, TRB, National Research Council, Washington, D.C., 1999, Figure 30, p. 72. Copyright, National Academy of Sciences. Reproduced with permission of the Transportation Research Board.

ARKANSAS HAS
54
MILES OF URBAN HIGHWAYS WITH A RAISED MEDIAN

INSTALLING A
RAISED MEDIAN REDUCE CRASHES
BY UP TO
↓71%
ON AN UNDIVIDED ROADWAY SEGMENT

ARDOT
ARKANSAS DEPARTMENT OF TRANSPORTATION

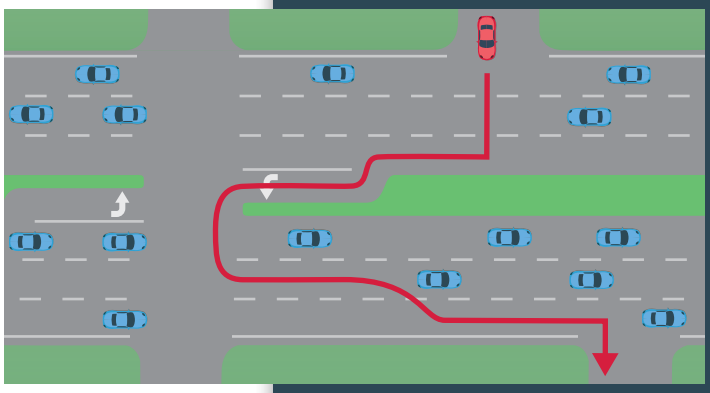
Planning Division
501-569-2201

August 2023

U-TURNS TO REACH DESTINATION

Raised medians can be designed to allow U-turns to occur at periodic median breaks. U-turns reduce the number of conflict points along a corridor and have been proven to improve safety. Research has shown U-turns can reduce crash rates by 20 percent by removing direct left-turns from driveways. Often, a right turn from an unsignalized driveway followed by a U-turn is easier for drivers. This is because they only have to yield to one direction of traffic at a time rather than crossing two directions of traffic.

Case studies in Texas and Iowa suggest 95 percent of business owners reported no change or an increase in retail sales after the construction of a raised median. Property values studied along the corridor were also reported as either unchanged or increased.[1]

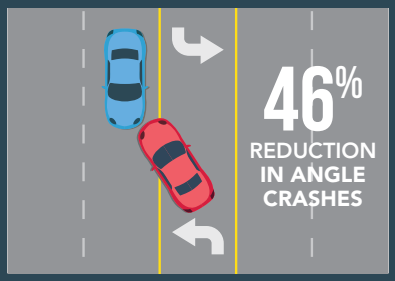


HIGHWAY 412 SILOAM SPRINGS CASE STUDY

Prior to 2013, Highway 412 in west Siloam Springs was a four-lane highway with a center turn lane. The highway regularly experienced significant congestion and safety issues. Between 2006 and 2010, 415 crashes occurred on a 1.6-mile segment of Highway 412 in west Siloam Springs. Of those crashes, 17 were classified as a fatal or suspected serious injury, equating to a crash rate nearly three times higher than similar roadways across the state.

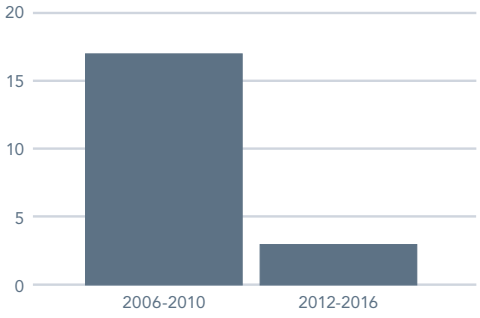
To improve the roadway's safety and reduce congestion, in 2012, ARDOT widened this segment of Highway 412 to six lanes and replaced the center turn lane with a raised median. As a result, over the next five years, the total number of crashes was reduced by 20 percent, and the number of fatal and serious injuries was reduced by more than 80 percent.

HIGHWAY 412 CASE STUDY



↓82%
REDUCTION IN ALL FATAL AND SUSPECTED SERIOUS INJURY CRASHES

FATAL OR SUSPECTED SERIOUS INJURY CRASHES



TOTAL CRASHES PER YEAR

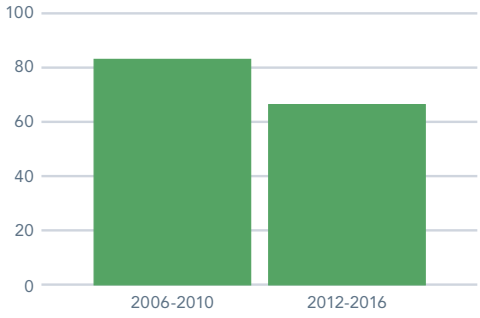


Photo: Highway 60 in Conway, Arkansas, Google Maps

1 Access Management Application Guidelines, Companion Volume to the Access Management Manual, Second Edition, Transportation Research Board, 2016

U.S. Department of Transportation
Federal Highway Administration

OFFICE OF SAFETY
Proven Safety Countermeasures

Safety Benefits:

Median with Marked Crosswalk

46%

reduction in pedestrian crashes.[2]

Pedestrian Refuge Island

56%

reduction in pedestrian crashes.[2]

For more information on this and other FHWA Proven Safety Countermeasures, please visit https://highways.dot.gov/safety/proven-safety-countermeasures and https://highways.dot.gov/sites/fhwa.dot.gov/files/2022-08/techSheet_PedRefugeIsland2018.pdf.

FHWA-SA-21-044

Medians and Pedestrian Refuge Islands in Urban and Suburban Areas

A **median** is the area between opposing lanes of traffic, excluding turn lanes. Medians in urban and suburban areas can be defined by pavement markings, raised medians, or islands to separate motorized and non-motorized road users.

A **pedestrian refuge island** (or crossing area) is a median with a refuge area that is intended to help protect pedestrians who are crossing a road.

Pedestrian crashes account for approximately 17 percent of all traffic fatalities annually, and 74 percent of these occur at non-intersection locations.[1] For pedestrians to safely cross a roadway, they must estimate vehicle speeds, determine acceptable gaps in traffic based on their walking speed, and predict vehicle paths. Installing a median or pedestrian refuge island can help improve safety by allowing pedestrians to cross one direction of traffic at a time.

Transportation agencies should consider medians or pedestrian refuge islands in curbed sections of urban and suburban multilane roadways, particularly in areas with a significant mix of pedestrian and vehicle traffic, traffic volumes over 9,000 vehicles per day, and travel speeds 35 mph or greater. Medians/refuge islands should be at least 4-ft wide, but preferably 8 ft for pedestrian comfort. Some example locations that may benefit from medians or pedestrian refuge islands include:

- Mid-block crossings.
- Approaches to multilane intersections.
- Areas near transit stops or other pedestrian-focused sites.

Example of a road with a median and pedestrian refuge islands. Source: City of Charlotte, NC

Median and pedestrian refuge island near a roundabout. Source: www.pedbikeimages.org / Dan Burden

1 National Center for Statistics and Analysis. (2020, March). Pedestrians: 2018 data (Traffic Safety Facts. Report No. DOT HS 812 850). National Highway Traffic Safety Administration

2 (CMF ID: 175) Desktop Reference for Crash Reduction Factors, FHWA-SA-08-011, September 2008, Table 11.

ZERO IS OUR GOAL
A SAFE SYSTEM IS HOW WE GET THERE

Mr. Brown,

On behalf of the **39 homeowners of Bradford Place Condominiums**, we respectfully object to the proposed raised median at our entrance and urge the City to **install a continuous center turn lane** instead.

A raised median would block direct access, forcing residents, visitors, delivery trucks, school buses, and—most critically—emergency responders to overshoot our drive and perform U-turns onto Elm Street. This detour adds daily inconvenience, concentrates turning conflicts at a single location, and lengthens response times when seconds matter.

Multiple studies confirm that center turn lanes are safer than raised medians on residential arterials like ours. A peer-reviewed Tennessee crash study found fewer total crashes on high-driveway, medium-to-low-volume roads with a center turn lane. The Minnesota DOT "road-diet" evaluation recorded a 37 percent crash reduction after converting four-lane undivided roads (fewer than 17,500 vpd) to three lanes with a center turn lane. Iowa's *Access-Management Handbook* states that center turn lanes "function well" on arterials carrying 10,000–28,000 AADT with numerous driveways—precisely the conditions on this stretch of Garland. Conversely, the Oregon DOT safety guide warns that raised medians often increase U-turn frequency and introduce new conflict points.

Installing a center turn lane would:

- Preserve direct, predictable driveway access.
- Remove turning vehicles from through lanes, smoothing traffic and reducing rear-end crashes.
- Enable fire, EMS, and police to reach us without detours.
- Cost less to build and maintain than a landscaped median.

Given the research, operational realities, and safety of all corridor users, we respectfully request the City choose a **continuous center turn lane across the Bradford Place frontage.**

Thank you for your consideration.

Sincerely,
Bradford Place Homeowners' Association

References:

Federal Highway Administration. Safety Evaluation of Center Two-Way Left-Turn Lanes on Two-Lane Roads (FHWA-HRT-08-042). https://www.fhwa.dot.gov/publications/research/safety/08042/

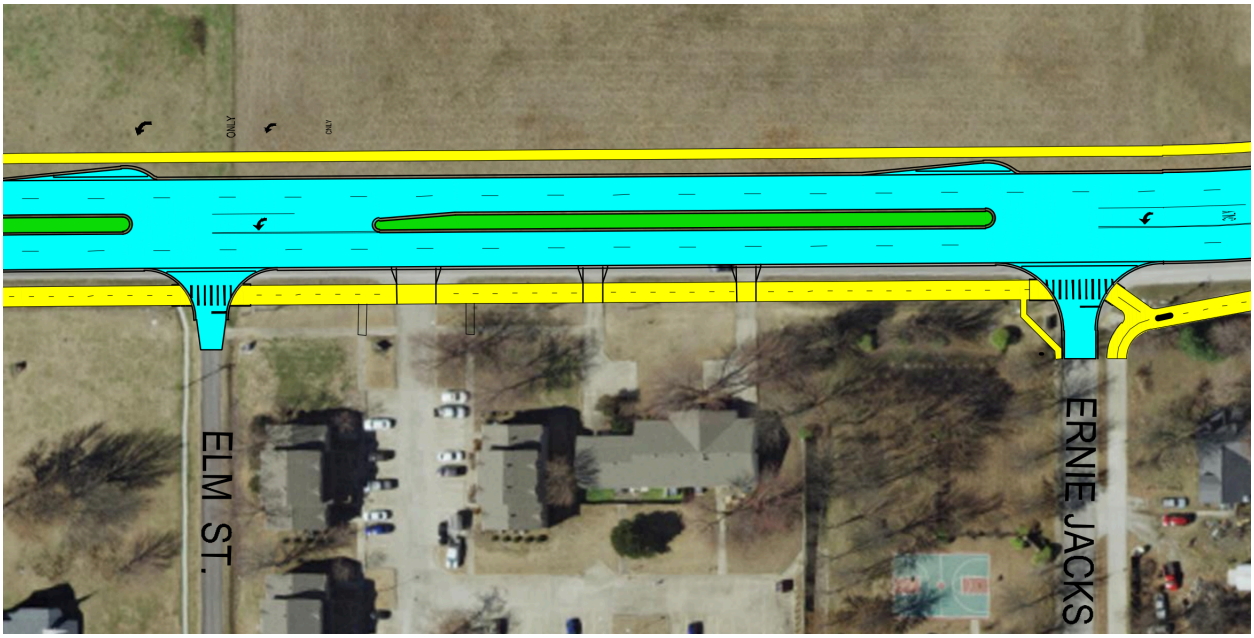
"Accidents on Suburban Highways—Tennessee's Experience." Journal of Transportation Engineering. https://ascelibrary.org/doi/10.1061/%28ASCE%290733-947X%281995%29121%3A3%28255%29

Minnesota Local Road Research Board. Safety and Operational Characteristics of Two-Way Left-Turn Lanes. https://www.lrrb.org/pdf/200625.pdf

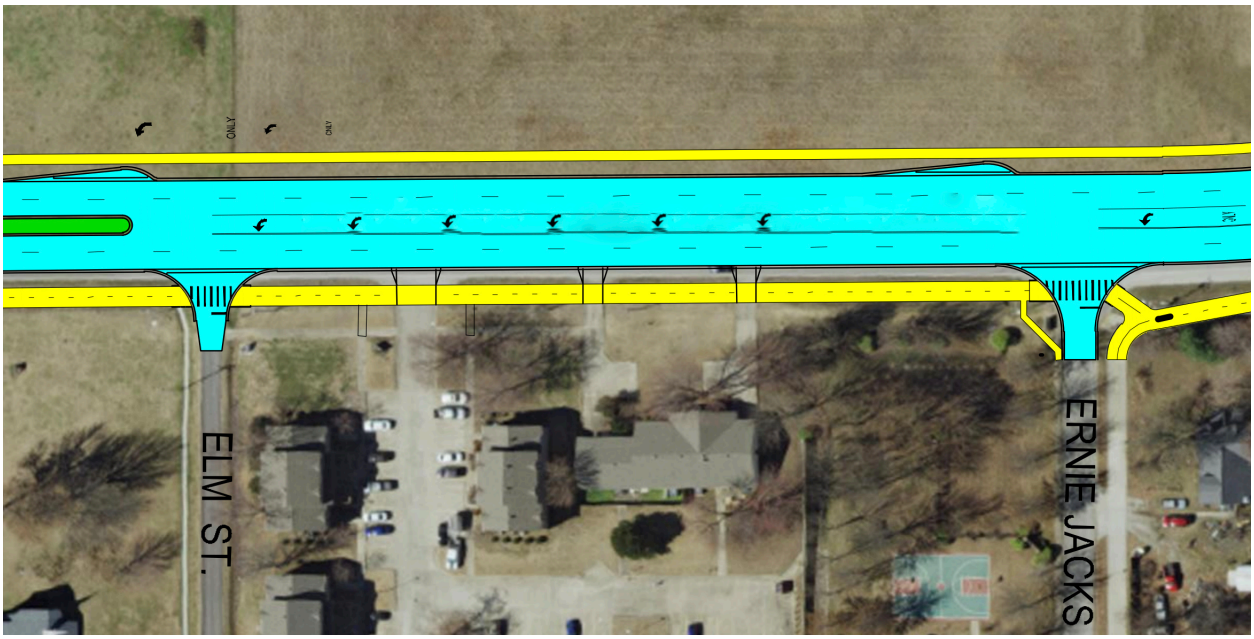
Iowa Department of Transportation. Access Management Manual (Section on TWLTL performance). https://iowadot.gov/traffic/pdfs/MM1359-Access-Management-Manual.pdf

Oregon Department of Transportation. Crash Reduction Factor Manual—Countermeasure H64: Convert TWLTL to Raised Median. https://www.oregon.gov/odot/Engineering/ARTS/CRF-Manual.pdf

City's Proposed Plan:



Bradford Place Homeowners' Association's Proposal:



CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1887

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From: Paul Libertini, Staff Engineer

Subject: **Hwy 112/Garland Ave (Janice Ave to Drake St) – Design Supplemental Agreement No. 3 with Burns & McDonnell Engineering Company**

Recommendation:
A Resolution to approve Supplemental Agreement No. 3 to the contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services, and approve a Budget Adjustment.

Background:
On January 3, 2017, the City Council approved the City's participation in a revised Partnering Agreement with the Arkansas Department of Transportation (ARDOT) to make needed improvements to Hwy 112 (Resolution 27-17). Upon completion of the improvements to Hwy 112, the City agreed to assume ownership and responsibility of Hwy 112 from Hwy 16 (15th St) to Interstate 49. This resolution also authorized Mayor Jordan to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

On September 19, 2017, the Mayor signed the Agreement of Understanding with ARDOT obligating the City to manage the improvements of Hwy 112 from Poplar Street to Drake Street. The City will be managing project design, right-of-way acquisition, utility relocations, bidding and construction management.

On June 4, 2019, the Mayor signed the Agreement for Engineering Services with Burns & McDonnell Engineering Company, Inc. in the amount of $618,186.00 to develop construction plans for this street widening project.

On June 16, 2020, the Mayor signed Supplemental Agreement No. 1 with Burns & McDonnell Engineering Company, Inc. in the amount of $52,967 for additional water & sewer design services associated with this project.

In July of 2015, ARDOT completed the Hwy 112 Corridor Study which looked at approximately 20 miles of Hwy 112 starting at Janice Ave in Fayetteville which coincides with the starting point of the City's project and terminating in Bentonville at Hwy 12. During the environmental phase of this corridor, FHWA required that noise studies be performed on certain sections of the 20-mile corridor.

On February 15, 2022, the Mayor signed Supplemental Agreement No. 2 with Burns & McDonnel Engineering Company, Inc. in the amount of $28,282 to perform a detailed noise analysis required by the Federal Highway Administration (FHWA). The Traffic Noise Report concluded that none of the barriers were able to be designed to meet all of the ARDOT criteria and therefore no barriers were recommended for the Project area.

The 100% design plans have been submitted to ARDOT and the City has received minor revision comments.

Land Acquisition is nearly complete and the City will be certifying the r/w and requesting authorization to bid this project for construction in the next month.

Supplemental Agreement #3 (SA #3) to the design contract with Burns & McDonnell Engineering Company, Inc. has been prepared for construction management and additional design services. SA #3 has been submitted to ARDOT for review and comment.

Discussion:

ARDOT has completed their review and has approved SA #3 with Burns & McDonnell Company, Inc. The Mayor's signature is required on SA #3 so that it may be executed by the Department.

Budget/Staff Impact:

This project will be fully (100%) funded by the ARDOT. The City will make the initial payments to the Consultant from the Transportation Bond Program fund and then request 100% reimbursement from the Department.

Account #	Project #	Amount
4470.800.8835-5314.00	06035.3800	$929,515.00
TOTAL		$929,515.00

Attachments: SRF Hwy 112 Supplemental Agreement #3, BA Hwy 112 Construction Management Revenue, Supplemental Agreement #3 with Burns & McDonnell Engineering Company, Hwy. 112 Partnering Agreement without attachments

City of Fayetteville Staff Review Form

2025-1723

Item ID

10/7/2025

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

Paul Libertini	9/11/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to approve Supplemental Agreement No. 3 to the contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed $929,515.00 for construction management and additional design services, and approve a Budget Adjustment.

Budget Impact:

4470.800.8835-5314.00	Sales Tax Capital Improvement
Account Number	Fund
06035.3800	Hwy 112 (Poplar St - Drake St)
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,490,932.00
		Expenses (Actual+Encum)	$	1,357,533.00
		Available Budget	$	1,133,399.00
Does item have a direct cost?	Yes	Item Cost	$	929,515.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	929,515.00
		Remaining Budget	$	1,133,399.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 137-19, 165-20, 49-22

Change Order Number:

Approval Date:

Original Contract Number: 2019-00000026

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	Adjustment Number
2025	Requestor:	Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize Federal-aid and State funds of $929,515 available for construction management and additional design services for the Hwy 112 (Poplar St - Drake St) which will be 100% reimbursed by the Arkansas Department of Transportation (ARDOT).

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1723**

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2025826

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project	Project.Sub# Sub.Detl	AT	Account Name
TOTAL	929,515	929,515				
4470.800.8835-4309.00	-	929,515	06035	3800	RE	Federal Grants - Capital
4470.800.8835-5314.00	929,515	-	06035	3800	EX	Professional Services
		-				
		-				
		-				
		-				
	-	-				
	-	-				
	-

Supplemental Agreement No. 3
Job No. 040720
Poplar St. – Drake St. (Fayetteville) (S)
Washington County

Date: _____

WHEREAS, the City of Fayetteville, Arkansas and Burns & McDonnell Engineering Company, Inc. entered into an Agreement for Engineering Services on June 4, 2019; and,

WHEREAS, representatives of the City of Fayetteville requested work in addition to that defined in the Agreement.

NOW THEREFORE, the following modifications will be made to the Agreement:

MODIFICATIONS:

1) The "Contract Ceiling Price" (Section 1.2) is increased from $699,435 to $1,628,950.

2) The "Title I Services Ceiling Price" (Section 1.13) is increased from $699,435 to $862,491.

    a. Increased price is due to design changes requested between 90% and 100% plan development as well as schedule delays for the project that resulted in longer duration of project administration and management. See Appendix A-2 – Justification of Fees and Costs for detail.

3) The "Title II Services Ceiling Price" (Section 1.16) shall be modified as follows:

    a. The first sentence, "The Title II Services Ceiling Price for this Agreement is not applicable (NA)." Shall be changed to read "The Title II Services Ceiling Price for this Agreement is $766,459."

4) The fixed fee (Section 3.4) is increased from $56,358 to $73,828.

    a. Increased fixed fee is due to design changes requested between 90% and 100% plan development as well as schedule delays for the project that resulted in longer duration of project administration and management. See Attachment A-2 – Justification of Fees and Costs for detail.

5) The duration (Section 17.1) for Title I Services shall be extended to an anticipated completion of date of July 31, 2025. The duration for Title II Services is anticipated to be 20 months from Construction Notice to Proceed, with an anticipated completion of March 31, 2027.

6) The Scope of Work shall be modified to include Scope of Work for Title II Services. See Appendix A-1A Scope of Work for Title II Services.

7) See Appendix A-2 for modifications to Justification of Costs and Fees.

    a. Costs and Fees associated with 2a, and 4a above are described in:
        i. Worksheet titled - Design Changes Since 90% - SA#3
        ii. Worksheet titled - Increased Project Administration Due to Schedule Delays – SA#3
    b. Costs and Fees associated with 3a above are described in:
        i. Worksheet titled – Construction Admin. & Observation – SA#3
        ii. Worksheet titled – Subconsultant Summary – SA#3
        iii. Worksheet titled – CMT Construction Materials Testing – SA#3
        iv. Worksheet titled – ROW & Easement Staking – SA#3
        v. Worksheet titled – Asbuilt – Record Drawing Survey – SA#3

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 3, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

BY:_____
Steven Beam, P.E.
Business Manager

Digitally signed by Steven Beam
Date: 2025.09.05 14:19:17-05'00'

CITY OF FAYETTEVILLE, AR

BY:_____
Molly Rawn
Mayor

APPENDIX A-1A

SCOPE OF WORK FOR TITLE II SERVICES

ARDOT JOB 040720
Poplar St. – Drake St. (Fayetteville)(S)
Washington County

A. GENERAL

This work consists of providing construction administration and observation services to assist the OWNER during construction of the project. The CONSULTANT's services do not constitute full-time on-site services and cannot make any guarantees regarding the Contractor's performance or adherence to the Project requirements. Therefore, it is understood that the OWNER's staff may perform its own inspections.
The CONSULTANT is not responsible for the accuracy or validity of information provided by the OWNER and may rely upon the same without independent verification.

CONSULTANT does not guarantee the performance of or warrant the work, work product, or deliverables of any of OWNER's separate contractors or designers or subcontractor, or the performance or actions of any third parties impacting, exercising control over, or that have legal, regulatory, permitting, or other jurisdiction involving the project or its participants. CONSULTANT's execution of this scope of work shall not cause CONSULTANT to assume any liability for any contractor(s') failure to perform it's work in accordance with its contract documents or for contractor(s)' defects in the work, which remain the sole responsibility of the OWNER's contractor. The Contractor is fully responsible for the means and methods of jobsite safety for construction personnel. It is the Construction Contractor's obligation to enforce adherence to the Federal, State and local laws, rules and regulations concerning construction and jobsite safety. OWNER agrees to look solely to its other contractors to assure that they comply with the specifications and performance standards imposed upon those other contractors. OWNER will look solely to its other contractors for quality control and quality assurance with respect to those contractors' scopes of work, specifications and performance standards.

Notwithstanding anything herein the contrary, OWNER agrees that CONSULTANT's services do not require, obligate, or create the duty of CONSULTANT to discover all defects, deficiencies, or problems that may exist in any work that is viewed. OWNER agrees that CONSULTANT is not being engaged to serve as construction contractor or to provide quality control or assurance in connection with construction. CONSULTANT's review and observation is limited in scope and duration and neither Party intends CONSULTANT to assume any liability to OWNER or others for the proper, fabrication, assembly, preparation, or installation of the work.

CONSULTANT will maintain a safety program solely for its employees and CONSULTANT's subconsultant's employees. CONSULTANT specifically disclaims any authority or responsibility for general jobsite safety and for the safety of persons who are not the employees of CONSULTANT or CONSULTANT's subconsultant(s). It is understood and agreed that the CONSULTANT will not be responsible for the job safety or site safety of the project and shall not be responsible for compliance with safety programs and related OSHA regulations required to be followed by the Contractor or its employees, Subcontractors, and agents. Jobsite safety shall be the sole responsibility of OWNER or its Contractor.

B. SCHEDULE

These services shall commence at the Notice of Award and continue through Final Acceptance of the Project by the OWNER. The Project Schedule stated in the Project Manual is 540 calendar days to final acceptance. It is anticipated that some services including project closeout and as-built – record drawing development will be performed after construction is complete. Therefore, the total duration of Title II Services is anticipated to be 20 months, starting from the Owners notice to proceed to the contractor. If the

construction duration exceeds the 540-calendar day limit, the CONSULTANT will be entitled to additional compensation.

C. PROJECT MANAGEMENT AND CONSTRUCTION ADMINISTRATION

As a part of the Project Management and Construction Administration, the CONSULTANT will:

1. Assist OWNER with review and coordination of construction contract documents, agreement, bonds and certificate of insurance. Distribute copies to OWNER, CONSULTANT, and contractor. Maintain copies of documents in the project file.

2. Schedule and conduct a pre-construction conference for the Project. Keep meeting notes to generally summarize discussion during the meeting and maintain an attendance log for the meeting. Following the meeting, distribute the meeting notes to all on the attendance log.

3. Track, review and maintain a log of up to forty (40) materials submittals and/or shop drawings from the contractor, only for work where the CONSULTANT was the Designer of Record. This review is for general conformance to the requirements of the plans and specifications.

4. Assist OWNER with preparation of the contractor's Notice to Proceed.

5. Assist OWNER with evaluation of up to sixty (60) requests received from the Contractor for time extensions, contract changes, requests for information, extra work, and proposals.

6. Process Supplemental Agreements pursuant to the construction contracts for necessary changes and potential solutions to the OWNER for final decision.

7. Schedule and manage subconsultant responsible for Survey Staking for right-of-way lines and easements as provided in section G of this Scope of Work.

8. Schedule and manage subconsultant responsible for Construction Materials Testing as provided in section F of this Scope of Work.

9. Identify and monitor project permit requirements and notify the Contractor and the OWNER of potential violations.

10. The CONSULTANT will conduct bi-weekly construction meetings on the project with the contractor and their subcontractors, the OWNER's project representative and other interested parties to review the work schedule, plan changes, construction problems or other matters. The notes from these meetings will be distributed to all parties in attendance after completion of the meeting.

D. CONSTRUCTION OBSERVATION

The CONSULTANT will make periodic site visits to observe the progress of construction. The observer's site attendance shall be at the CONSULTANT's discretion, or at the OWNERs request based on nature and needs of the construction work being executed on a day-to-day basis. As such the observer's work hours shall not reflect the Contractor's work hours. Construction observation is anticipated to average 20 hours per week for the duration of the project and will not be "full-time". OWNER understands that CONSULTANT's observations will by their nature not be exhaustive and not intended to function as quality control or quality assurance of construction contractor's work.

When feasible, the CONSULTANT will be present for construction materials testing as described in section F below.

The CONSULTANT will observe installation of water and sewer utilities and will be present to observe water and sewer testing as described in the City of Fayetteville Water and Sewer Specifications. Testing will be the responsibility of the contractor.

The CONSULTANT will perform the following observation services:

1. Maintain daily observation reports, including, weather, conditions of the construction site, construction activities being performed, material deliveries, testing performed, and correspondence in the field.

2. Coordinate with the OWNER and contractor to prepare pay applications on a monthly basis, including verification of quantities, work completed, and materials stored.

3. Observe traffic control devices, lane closures, traffic queue lengths, travel time through project and other impacts on traffic in accordance with the Maintenance of Traffic Plans. Coordinate and notify Owner when changes in traffic patterns are planned, so they may notify the public.

4. Periodically observe the Contractor's documentation pertaining to the U.S. Army Corps of Engineers Nationwide Permit, National Pollutant Discharge Elimination System (NPDES) permits and Short Term Activity Authorization permits issued by the Arkansas Department of Environmental Quality.

E. CONSTRUCTION CLOSEOUT

Upon notification from the Owner that the project is nearing substantial completion, the CONSULTANT will perform the following services to close the project out:

1. Upon the OWNERs request, the CONSULTANT will perform one (1) pre-final walk through, with the OWNER and contractor to observe and document any testing to be completed, and/or construction scope items remaining to be completed. Upon completion of the pre-final walk-through, the CONSULTANT will prepare a report and a general list of tasks remaining to complete the scope of work for the project and will send this to OWNER. This list will not be inclusive of all items to be completed for the project but will generally identify areas of the project where scope of work remains to be completed.

2. Upon the OWNERs request, the CONSULTANT will perform one (1) Substantial Completion Walk Through with the OWNER and Contractor. The CONSULTANT will document punch list items and will include pictures where feasible. The punch list and pictures will be provided to the OWNER and Contractor after completion of the walk through. The OWNER shall be responsible for determination of whether the project qualifies as Substantially Complete.

3. Once the OWNER has determined that the project construction is Substantially Complete, the CONSULTANT will assist the OWNER in preparing a Certificate of Substantial Completion.

4. Following the issuance of the Certificate of Substantial Completion, the CONSULTANT will observe the progress of completion of punch list items and communicate opinion of progress with the OWNER.

5. Upon the OWNERs request, the CONSULTANT will perform one (1) Final Walk Through with the OWNER and Contractor. The CONSULTANT will document punch list items and will include pictures where feasible. The punch list and pictures will be provided to the OWNER and Contractor after completion of the walk through. The OWNER shall be responsible for determination of whether the project qualifies for Final Completion.

6. Once the OWNER has determined that the project construction is Complete, the CONSULTANT will assist the OWNER preparation of a Certificate of Final Completion.

7. Upon issuance of the Certificate of Final Completion, the CONSULTANT will prepare and provide Record Drawings based on CONSULTANT's and Contractor's field redlines and an as-built survey of water and sewer features visible at the surface. CONSULTANT's designs record drawing documents produced by CONSULTANT shall be for information only, and shall not be used, re-used or altered, either in whole or in part for any other purpose by OWNER or any other party

without release of liability from the CONSULTANT. Any such use by OWNER is at OWNER's sole risk and liability and CONSULTANT shall be held harmless from the same. The CONSULTANT will assist the owner in preparation of a final reconciliation change orders (if necessary) for the project and will coordinate with the Contractor and OWNER to prepare the final pay application.

F. CONSTRUCTION MATERIALS TESTING

The CONSULTANT will perform construction materials testing of component materials and completed work items to observe and document if the construction, as and where tested, is in general conformance with the plans, specifications and contract provisions. It is expected that services for construction materials testing will include the following tests, each listed with the anticipated number of trips required for this project:

- Proof roll and subgrade testing (23 Trips, 1 hour each trip, Geotechnical Engineer or Rep.),
- Laboratory soil sampling and testing (Gradation/Proctor) (6 Samples/tests),
- Field density testing (54 trips, 4 tests per trip, Certified Tech),
- Reinforcing bar observations (18 trips, 1 hour each trip, Geotechnical Engineer or Rep.),
- Cast-in-place concrete testing, (60 Trips, 1 hour each trip, Certified Tech),
- Asphalt Field Coring (2 Trips, 11 Cores total, Certified Tech),
- Asphalt Testing (6 Trips for Samples - Certified Tech, 8 hours lab work).

The CONSULTANT will provide the services of a Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures" unless the Project Manual specifies differently. The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

Results from tests performed and materials sampled will be provided to the OWNER and Contractor in a timely manner. The CONSULTANT will maintain a record of these results and document testing activities on daily observation reports. In the event of a test that does not comply with the project plans or specifications, the CONSULTANT will provide options to the OWNER regarding acceptance, replacement, or other remedies. The acceptance or rejection of such work, whether as-is, replaced, or remedied in some way, is solely up to the OWNER, and CONSULTANT assumes no liability for the work performed by the Contractor.

OWNER understands and agrees that testing is not exhaustive and does not guarantee that all work and materials incorporated into the project by the construction contractor will be conforming, or that nonconforming materials or work will be revealed beyond the quantity of work observed and tested.

G. RIGHT OF WAY AND EASEMENT STAKING – IF REQUESTED

If Requested by the OWNER, the CONSULTANT will provide construction layout services of Right-of-Way and Easement lines for the project. Services will include layout of points for the following lines: right-of-way, drainage easements, general utility easements, grading and utility easements, and temporary construction easements. Points will be staked at 200-foot intervals, except where line or curve segments are less than 200-feet long, in which case corners or changes in direction will also be staked. Points will be marked with 60d nails with pink whiskers attached and 36" tall wooden lathes including a written description of the point.

It is the Contractor's responsibility to protect and maintain these stakes. This scope of work includes staking each of the lines mentioned above up to two times as requested by the OWNER. Any additional staking will be the responsibility of the Contractor. Staking is not for the reliance of any third party right of way or easement user, who has the sole responsibility and liability to determine location of any installation.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County
TOTAL PROJECT SUMMARY-SA#3

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	160	$24,597	$2,952	$0	$27,549
SUPPLEMENTAL AGREEMENT NO. 3	84	$12,427	$1,491	$0	$13,918
ENVIRONMENTAL CLEARANCE DOCUMENTATION	342	$46,702	$5,604	$3,536	$55,842
SUPPLEMENTAL AGREEMENT NO. 1	-67	($9,375)	($1,125)	($700)	($11,200)
SUPPLEMENTAL AGREEMENT NO. 2	154	$23,328	$2,799	$2,155	$28,282
TRAFFIC DESIGN & PLANS	138	$18,673	$2,241	$249	$21,163
ROADWAY DESIGN & PLANS	2,447	$318,521	$38,223	$175	$356,919
SUPPLEMENTAL AGREEMENT NO. 3	1,010	$133,159	$15,979	$0	$149,138
BRIDGE DESIGN & PLANS	0	$0	$0	$0	$0
FLOODPLAIN MODELING	0	$0	$0	$0	$0
ROW DESIGN & PLANS	Subconsultant performed services				
FIELD SURVEYS AND MAPPING	Subconsultant performed services				
GEOTECHNICAL	Subconsultant performed services				
WATER & SEWER RELOCATION DESIGN (SA NO. 1)	378	$47,198	$5,664	$105	$52,967
ORIG. SUBTOTAL TITLE I	**3,087**	**$408,493**	**$49,020**	**$3,960**	**$461,473**
SUPPLEMENTAL NO. 1 SUBTOTAL TITLE I	**311**	**$37,823**	**$4,539**	**($595)**	**$41,767**
SUPPLEMENTAL NO. 2 SUBTOTAL TITLE I	**154**	**$23,328**	**$2,799**	**$2,155**	**$28,282**
SUPPLEMENTAL NO. 3 SUBTOTAL TITLE I	**1,094**	**$145,586**	**$17,470**	**$0**	**$163,056**
ADJ. SUBTOTAL TITLE I	**4,646**	**$615,230**	**$73,828**	**$5,520**	**$694,578**
SUBCONSULTANTS TITLE I					
McClelland Consulting Engineers, Inc.	1,798	$124,843	$14,981	$16,889	$156,713
Harbor Environmental (SA No. 1)	87	$8,964	$1,076	$1,160	$11,200
ORIG. SUBTOTAL SUBCONSULTANTS TITLE I	**1,798**	**$124,843**	**$14,981**	**$16,889**	**$156,713**
ADJ. SUBTOTAL SUBCONSULTANTS TITLE I	**1,885**	**$133,807**	**$16,057**	**$18,049**	**$167,913**
ORIG. TOTAL TITLE I	**4,885**	**$533,336**	**$64,001**	**$20,849**	**$618,186**
ADJ. TOTAL TITLE I	**6,531**	**$749,037**	**$89,885**	**$23,569**	**$862,491**
TITLE II SERVICES	**HOURS**	**SALARY**	**FEE**	**EXPENSES**	**TOTAL**
CONSTRUCTION ADMIN. & OBSERVATION - SA#3	3,658	$651,198	$0	$8,231	$659,429
SUBCONSULTANTS TITLE II					
CMT - CONSTRUCTION MATERIALS TESTING - SA#3	574	$44,354	$0	$11,797	$56,151
ROW & EASEMENT STAKING - SA#3	360	$31,332	$0	$595	$31,927
ASBUILT - RECORD DRAWING SURVEY - SA#3	220	$18,889	$0	$63	$18,952
ORIG. TOTAL TITLE II	**0**	**$0**	**$0**	**$0**	**$0**
ADJ. TOTAL TITLE II	**4,812**	**$745,773**	**$0**	**$20,686**	**$766,459**
ORIG. TOTAL PROJECT	**4,885**	**$533,336**	**$64,001**	**$20,849**	**$618,186**
ADJ. TOTAL PROJECT	**11,343**	**$1,494,810**	**$89,885**	**$44,255**	**$1,628,950**

DESIGN CHANGES SINCE 90% - SA#3

MANHOURS

TASK	PD	PM	SE	STFE	CAD	ASST	TOTAL
Final Design (90%/100%) - Design Changes (The following changes were requested between 90% and 100%)							
#1 - Design, Model and Detail U-turn at 3 locations	2	4	16	12	40		74
#2 - Design, Detail and Special Provisions - City Fiber Conduit and Pull Boxes		8	16	16	24		64
#3 - Garland Ave Street Lighting - Photometric Design, Light and Foundation Detail, Conduit Routing & SPs	2	16	24	40	40		122
#4 - Meadow Valley Trail Lighting - Photometric Design, Light and Foundation Detail, Conduit Routing & SPs	2	10	8	20	16		56
#5 - Design and Detail Lighting Electrical Systems (Controllers, Conductors, Circuits, Conduit Size)	2	12	20	60	40		134
#6 - Design, Detail and Special Provision - RRFB's for Multilane Ped Crossings at RBT	2	8	8		24		42
#7 - Design, Detail and Special Provision - Transit Stop Locations for Razorback Transit	2	8		20	16		46
#8 - Design, Detail and Special Provisions - Concrete Paving for RBT, Medians and at NW Corner Drake	2	10		16	20		48
#9 - Design and Detail modification to U of A Parking lot along W. Altheimer Dr. just west of project limits.		2	6		16		24
#10 - Elm St. was gravel, but then changed to paved street. Adjust plans to show intersection improvements		2		8	12		22
#11 - Expand Meadow Valley Trail Reconstruction by +200ft north of Ernie Jacks due to utility construction				8	8		16
#12 - Change 12 crosswalks to TR1 for Trail crossings		2		8	32		42
#13 - Change sidewalk to Trail at NE Corner Drake/Garland to match TR1 Trail Crossing		2		8	12		22
#14 - Plan Changes to Support ROW Acquisition at VIA Property (Drainage changes, and Easement Changes)		8		12	24		44
#15 - Plan Changes to Support ROW Acquisition at Garland Townhouses Property		6		8	20		34
#16 - Meetings, Coordination and document preparation for ROW discussions with UA	4	10			16		30
#17 - Update Quantities, Bid Schedule and OPCC due to design changes 1-17 above		8	16	20	32		76
#18 - Additional site visits to confirm changes in the field survey data		4		24			28
#19 - Regulation Changes - PROWAG / MUTCD Compliance Updates		2	12		12		26
#20 - U of A - Special Fencing (Develop Details, Special Provisions and Update Plans and Bid Docs)		12		24	24		60
TOTAL MH - DESIGN CHANGES SINCE 90% - SA#3	18	134	126	304	428	0	1,010

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	18	$1,350
PM - Project Manager	$65.00	134	$8,710
SE - Senior Civil Engineer	$50.00	126	$6,300
STFE - Staff Civil Engineer	$40.00	304	$12,160
CAD - CAD	$30.00	428	$12,840
ASST - Project Assistant	$25.00	0	$0
		Subtotal	$41,360
	Overhead	221.95%	$91,799
		Subtotal	$133,159
		Fee	$15,979
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$149,138**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
			Subtotal Expenses	$0
TOTAL COSTS - DESIGN CHANGES SINCE 90% - SA#3				**$149,138**

BASIS OF ESTIMATE

Description
90% Plans were issued on July 9, 2021. The list of changes above, and those hours associated with each task are based time needed to adjust the construction documents.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

INCREASED PROJECT ADMINISTRATION DUE TO SCHEDULE DELAYS - SA#3

MANHOURS

TASK	PD	PM	SE	STRE	STFE	CAD	ASST	TOTAL
General								
Progress Reports and Invoicing		10					34	44
Project Meetings & Client Coordination		24	16					40
ATION DUE TO SCHEDULE DELAYS - SA#3	0	34	16	0	0	0	34	84

LABOR COSTS

Category - Description	Rate	MH	Amount
PD - Project Director	$75.00	0	$0
PM - Project Manager	$65.00	34	$2,210
SE - Senior Civil Engineer	$50.00	16	$800
STFE - Staff Civil Engineer	$40.00	0	$0
CAD - CAD	$30.00	0	$0
ASST - Project Assistant	$25.00	34	$850
		Subtotal	$3,860
	Overhead	221.95%	$8,567
		Subtotal	$12,427
		Fee	$1,491
	FCCM	0.00%	$0
		Subtotal Labor Costs	**$13,918**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)		each	$0.08	$0
Printing (11 x 17)		each	$0.35	$0
Plotting (22 x 34)		each	$1.35	$0
Mileage (2 trips at 850 miles, 2 trips at 400 miles)		mile	$0.535	$0
Lodging		each	$91.00	$0
Meals (per day)		each	$51.00	$0
			Subtotal Expenses	$0
TOTAL COSTS - INCREASED PROJECT ADMINISTRATION DUE TO SCHEDULE DELAYS - SA#3				**$13,918**

BASIS OF ESTIMATE

Description
Extended project timeline resulted in additional timeframe, invoicing, client meetings, and coordination for the project.

CONSTRUCTION ADMIN. & OBSERVATION - SA#3

MANHOURS								
TASK	PD	PM	SE	FREP	STFE	CAD	ASST	TOTAL
PROJECT MANAGEMENT AND ADMIN								
Project Reports & Invoicing (20 months)	20	80					160	260
PRECONSTRUCTION								
IFC Contract Documents, NTP, Insurance, Bonding, etc.	2	4	2	8				16
Pre-Construction Conference	4	4	8	8	8			32
Submittal Review		10	20	20	80			130
CONSTRUCTION OBSERVATION								
Daily Observation (avg. 20 hrs/wk x 80 wks)		30	200	1,170	200			1,600
Observation Reports, Progress Reports and Scheduling (avg. 5 hrs/wk x 80 wks)				300	100			400
Pay Applications and Verification of Quanitities (1 per month = 20)		20		120	60			200
Bi-Weekly Progress Meetings (Agenda, Meeting, and Minutes) (78 meetings)		20	20	100	78			218
RFI's, Work Orders and Field Change Directive		40	20	180	40	80		360
Material Testing (FREP on Site for all testing, 2hr / test, 60 tests)				120				120
Water and Sewer Testing (FREP on Site for all testing)				100				100
Signals Testing				16				16
CONSTRUCTION CLOSEOUT								
Final Inspection (Anticipate 3 inspections, prefinal, S.C. & F.C.)		24	24		24			72
Punch List and Pictures			8	20	16			44
Final Reconcilliation Change Order		2		8				10
Record Drawings		10		20	10	40		80
TOTAL MH - CONSTRUCTION ADMIN. & OBSERVATION - SA#3	26	244	302	2,190	616	120	160	3,658

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	$80.00	26	$2,080
PM - Project Manager	$70.00	244	$17,080
SE - Senior Civil Engineer	$55.00	302	$16,610
FREP - Field Representative	$45.00	2,190	$98,550
STFE - Staff Civil Engineer	$40.00	616	$24,640
CAD - CAD	$35.00	120	$4,200
ASST - Project Assistant	$30.00	160	$4,800
		Subtotal	$167,960
		Title II Multiplier (FY23) 3.877	$651,198
		Subtotal Labor Costs	**$651,198**

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11) (Project Manual is 660 sheets, 4 copies)	2,640	each	$0.08	$211
Printing (11 x 17) (Plan Set is 150 Sheets, 4 half size copies)	600	each	$0.35	$210
Plotting (22 x 34) (Plan Set is 150 Sheets, 4 full size copies)	600	each	$1.35	$810
Mileage (estimate 400 working days = 500 trips @20 mi. per trip)	10,000	mile	$0.700	$7,000
			Subtotal Expenses	$8,231
TOTAL COSTS - CONSTRUCTION ADMIN. & OBSERVATION - SA#3				**$659,429**

BASIS OF ESTIMATE
Description
The basis of these Title II services is what is anticipated to be necessary to provide comprehensive construction observation and administration. This is
based on a construction duration of 20 months and the scope of work described in the Issued for Bid project documents. Changes to the project scope, or
changes in the duration of the construction contract from what are stated herein may warrant revisions to the Title II services.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County
SUBCONSULTANT SUMMARY-SA#3

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
ENVIRONMENTAL CLEARANCE DOCUMENTATION-SA#1	87	$8,964	$1,076	$1,160	$11,200
ROADWAY	84	$10,512	$1,261	$0	$11,773
FIELD SURVEYS AND MAPPING	998	$66,208	$7,945	$1,445	$75,598
ROW DESIGN & PLANS	547	$36,855	$4,423	$0	$41,278
GEOTECHNICAL	169	$11,268	$1,352	$15,444	$28,064
ORIG. SUBCONSULTANT TOTAL TITLE I	1,798	$124,843	$14,981	$16,889	$156,713
SUBCONSULTANT TOTAL TITLE I - SA#1	87	$8,964	$1,076	$1,160	$11,200
ADJ. SUBCONSULTANT TOTAL TITLE I	1,885	$133,807	$16,057	$18,049	$167,913
TITLE II SERVICES	**HOURS**	**SALARY**	**FEE**	**EXPENSES**	**TOTAL**
CMT - CONSTRUCTION MATERIALS TESTING	574	$44,354	$0	$11,797	$56,151
ROW & EASEMENT STAKING	360	$31,332	$0	$595	$31,927
AS BUILT - RECORD DRAWING SURVEY	220	$18,889	$0	$63	$18,952
ORIG. SUBCONSULTANT TOTAL TITLE II	0	$0	$0	$0	$0
SUBCONSULTANT TOTAL TITLE II - SA#3	1,154	$94,575	$0	$12,455	$107,030
ADJ. SUBCONSULTANT TOTAL TITLE II	1,154	$94,575	$0	$12,455	$107,030

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

CMT - CONSTRUCTION MATERIALS TESTING - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	GE	PE	CLR IV	LT IV	LT V	LT VI	LT VIII				TOTAL
Construction Materials Testing & Reports			61	162	124						347
Special Inspections & Reports		12	35			55	35				137
Project & Design Coordination	25	65									90
TOTAL MH - CMT	25	77	96	162	124	55	35	0	0	0	574

LABOR COSTS

Category - Description	Rate	MH	Amount
GE - Geotechnical Engineer	$55.40	25	$1,385
PE - Project Engineer	$43.88	77	$3,379
CLR IV - Clerical IV	$23.00	96	$2,208
LT IV - Lab Technician IV	$19.00	162	$3,078
LT V - Lab Technician V	$21.00	124	$2,604
LT VI - Lab Technician VI	$23.00	55	$1,265
LT VIII - Lab Technician VIII	$27.00	35	$945
		0	$0
		0	$0
		0	$0
		Subtotal	$14,864
		Title II Multiplier (FY23) 2.984	$44,354
		Subtotal Labor Costs	**$44,354**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage	1,392	ea	$0.70	$974
Densities	216	ea	$18.00	$3,888
Standard Proctor Test (AASHTO T99)	2	ea	$250.00	$500
Modified Proctor Test (AASHTO T180)	2	ea	$300.00	$600
Class 7 Aggregate Gradation (AASHTO T11 & T27)	2	ea	$225.00	$450
Concrete Cylinder Specimens	200	ea	$25.00	$5,000
Asphalt Cores for Laboratory Analysis	11	ea	$35.00	$385
				$0
				$0
				$0
			Subtotal Expenses	$11,797
			TOTAL COSTS - GEOTECHNICAL	**$56,151**

BASIS OF ESTIMATE

Estimated number of trips for each testing service is based on experience with projects in the area with similar scopes and sizes. Fees are directly related to the number of trips made for each service and time spent on site. If the project scope changes prior to start of construction, please allow for the review/revision of this document.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

ROW & EASEMENT STAKING - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	PRE	TM	PLS	PC	CREW	SUR TECH				TOTAL
Survey Field Crew										
Staking of Right-of-way lines Staking Grading Utility Easement Lines (GUE) Staking General Utility Easement Lines (GEN) Staking Drainage Easement Lines (DE) Staking Temporary Construction Easement (TCE)				120	120					240
PLS / Project Manager										
Office Computation / Project Management			60							60
Cad Technician										
Drafting / Point Extraction / Line Work Extraction						60				60
TOTAL MH - CMT	0	0	60	120	120	60	0	0	0	360

LABOR COSTS

Category - Description	Rate	MH	Amount
PRE - Principal Engineer	$55.00	0	$0
TM - Task Manager	$52.00	0	$0
PLS - Registered Land Surveyor	$45.00	60	$2,700
PC - Survey Party Chief	$30.00	120	$3,600
CREW - Survey Field Crewman	$24.00	120	$2,880
SUR TECH - Survey Technician	$22.00	60	$1,320
		Subtotal	$10,500
		Title II Multiplier (FY23) 2.984	$31,332
		Subtotal Labor Costs	**$31,332**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage (15 days @ 9 miles per day)	135	ea	$0.70	$95
Layout supplies: Lathes, nails, whiskers, etc.	1	ea	$500.00	$500
			Subtotal Expenses	$595
			TOTAL COSTS - ROW & EASEMENT STAKING	**$31,927**

BASIS OF ESTIMATE

Staking will be as requested by Consultant and Owner.

Includes setting ROW and Easement Stakes twice based on request from City of Fayetteville, in anticipation that utility relocations will nock some stakes out and those will need to be reset.

Attachment A-2 - Justification of Costs and Fees
May 15, 2025
JOB NO. 040720, Poplar St. - Drake St. (Fayetteville) (S)
Washington County

ASBUILT - RECORD DRAWING SURVEY - SA#3 ***McClelland Consulting Engineers, Inc.***

MANHOURS

TASK	PRE	TM	PLS	PC	CREW	SUR TECH					TOTAL
Field Survey to locate water and sewer											
Conduct as built survey of water and sewer features				80	80						160
PLS / Project Management											
Office Computation / Project Management			30								30
Cad Technician											
Data Processing / Drafting						30					30
TOTAL MH - CMT	0	0	30	80	80	30	0	0	0	0	220

LABOR COSTS

Category - Description	Rate	MH	Amount
PRE - Principal Engineer	$55.00	0	$0
TM - Task Manager	$52.00	0	$0
PLS - Registered Land Surveyor	$45.00	30	$1,350
PC - Survey Party Chief	$30.00	80	$2,400
CREW - Survey Field Crewman	$24.00	80	$1,920
SUR TECH - Survey Technician	$22.00	30	$660
		Subtotal	$6,330
		Title II Multiplier (FY23) 2.984	$18,889
		Subtotal Labor Costs	**$18,889**

EXPENSES

ITEM	Quantity	Unit	Rate	Amount
Mileage (10 days @ 9 miles per day)	90	ea	$0.70	$63
			Subtotal Expenses	$63
			TOTAL COSTS - ASBUILT - RECORD DRAWING SURVEY	**$18,952**

BASIS OF ESTIMATE

Supplemental Agreement No. 1
To
Subconsultant Agreement
Job No. 040720
Poplar St. – Drake St. (Fayetteville) (S)
Washington County

Date: 09/02/2025

WHEREAS,

WHEREAS, McClelland Consulting Engineers, Inc. ("Subconsultant") and Burns & McDonnell Engineering Company, Inc.("Consultant") entered into an Agreement for Professional Services on June 4, 2019 in connection with the Agreement for Engineering Services ("Prime Agreement") between the City of Fayetteville ("Owner") and Consultant dated June 4, 2019 for Job 040720; and,

WHEREAS, the Owner and Consultant have modified the Prime Agreement with Supplemental Agreement #3; and,

WHEREAS, the Consultant requested additional work of the Subconsultant in addition to that defined in their agreement:

NOW THEREFORE, the following modifications will be made to the Subconsultant Agreement:

MODIFICATIONS:

1) Section "2. Description of Project and Services to be Provided" shall be modified to include:

2.6 Construction Materials Testing

The Subconsultant will perform construction materials testing of component materials and completed work items to determine if the materials and workmanship incorporated in the project are in substantial conformity with the plans, specifications and contract provisions. It is expected that services for construction materials testing may include but are not limited to proof roll and subgrade testing, laboratory soil sampling and testing (Gradation/Proctor), field density testing, reinforcing bar observations, cast-in-place concrete testing, and asphalt testing.

The Subconsultant will provide the Testing Laboratory to perform materials testing of the construction materials incorporated in the work. The Testing Laboratory shall perform material tests in accordance with the ARDOT's "Manual of Field Sampling and Testing Procedures" unless the Project Manual specifies differently. The Testing Laboratory shall be certified by the Center for Training of Transportation Professionals (CTTP).

Results from tests performed and materials sampled will be provided to the Consultant, Owner and Contractor in a timely manner.

2.7 Construction Layout Services – If Requested

If Requested by Consultant, the Subconsultant will provide construction layout services of Right-of-Way and Easement lines for the project. Services will include layout of points for the following lines: right-of-way, drainage easements, general utility easements, grading and utility easements, and temporary construction easements. Points will be staked at 200-foot intervals, except where line or curve segments are less than 200-feet long, in which case corners

or changes in direction will also be staked. Points will be marked with 60d nails with pink whiskers attached and 36" tall wooden lathes including the description of the point.

2.8 As Built – Record Drawing Survey

The Subconsultant will conduct as built survey services to identify and locate water and sewer features installed with the project that are visible at the surface. Survey data will be provided to the Consultant in Civil 3D format. Data will be used by the Consultant to create record drawings of water and sewer improvements for the project.

2) Section "3. Costs, Fees, Payments and Rate Schedules" shall be modified to include:

3.9 "Title II Services Ceiling Price." The Title II Services Ceiling Price for this Agreement is $107,030.

4.0 "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is $263,743.00. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant under this Agreement exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the contract Ceiling Price.

3) See Attachment A-2 for modifications to Justification of Costs and Fees.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

BURNS & MCDONNELL
ENGINEERING COMPANY, INC.

Digitally signed by Steven Beam
Date: 2025.09.05 14:35:14-05'00'

BY:_____
Steven Beam, P.E.
Business Manager

MCCLELLAND CONSULTING
ENGINEERS, INC.

BY:_____
Steven J. Head, P.E.
Principal | Department Head

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO

Implementation of **Highway 112 Improvements between Highway 16 and Interstate 49** in Fayetteville, Washington County (hereinafter called the "Projects").

WHEREAS, the City of Fayetteville (hereinafter called the "City") has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the "Department") for the Projects; and

WHEREAS, Resolution No. 27-17 from the City agrees to contribute $3,358,600 for the Projects and to accept ownership and responsibility of the portions of Highway 112 between Highway 16 and Interstate 49 upon completion of the improvements; and

WHEREAS, Arkansas State Highway Commission Minute Order 2017-012 has authorized the Director to enter into the necessary partnering agreements with the City for the Projects; and

WHEREAS, it is understood that the City and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
    a. Be responsible for $3,358,600 in project costs as shown in Attachment B for Job 040582.
    b. Be responsible for any increases in construction, right of way, or utility costs resulting from changes in project scope proposed by the City.
    c. Be responsible for any desired revisions to the current design of Job 040582, along with associated engineering costs.
    d. Be responsible for any costs resulting from inclusion of desired revisions in project scope outside the Department's typical overlay design for the Highway 112 overlays.
    e. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)

f. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds**.

g. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

h. Submit final plans for Department review.

i. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.

j. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

k. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

l. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.

m. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.

n. Make payments to the contractor for work accomplished in accordance with the plans and specifications. Then request reimbursement from the Department for costs exceeding $2,359,118 on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

o. Provide construction engineering and inspection services, including associated costs, for the Project.

p. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.

q. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.

r. Be responsible for any increased costs resulting from desired revisions in project scope, whether during the design phase or during construction as a change order.

s. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.

t. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive).

2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:

   a. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Attachment K) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

   b. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)

   c. Understand that **expenditures for work performed by the City's forces (including preliminary and construction engineering, environmental documentation, and right of way acquisition services) are not eligible for reimbursement with federal funds**.

   d. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

   e. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

   f. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

   g. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

   h. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act"), and request reimbursement from the Department

   i. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.

   j. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the City's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment L). **NOTE: Any property that is to become Department right-of-way must be acquired in the Highway Commission's name.**

   k. Submit plans at 10%, 30%, 60%, and 90% completion stages for Department review.

   l. Submit a certification letter (Attachment D), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

   m. Advertise for bids in accordance with federal procedures as shown in Attachment E. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

n. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

o. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment F), including all items noted, to the Department.

p. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.

q. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

r. Make payments to the contractor for work accomplished in accordance with the plans and specifications and approved by the Department. Then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Attachment G). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

s. Attach LPA Report of Daily Work Performed (Attachment H) for all days that correspond with each CCRR submittal.

t. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.

u. Be responsible for any increased costs resulting from desired revisions in project scope that exceed typical highway design criteria, whether during the design phase or during construction as a change order.

v. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment I). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the City's full-time employee in responsible charge, and the City's Mayor.

w. Upon completion of these improvements to Highway 112, accept ownership and responsibility of the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and the northbound ramps of Interstate 49.

3. Notify the Department in writing who the City designates as its full-time employee to be in responsible charge of the day to day oversight of the Projects (Attachment M). The duties and functions of this person are to:

- Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain familiarity of day to day project operations, including project safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
- During construction, visit and review the project on a daily basis;
- Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

- Direct project staff, City or consultant, to carry out project administration and contract oversight, including proper documentation;
- Be aware of the qualifications, assignments and on-the-job performance of the City and consultant staff at all stages of the project.

4. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Projects and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
5. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
6. 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), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
7. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment N).
8. Grant the right of access to the City's records pertinent to the Projects and the right to audit by the Department and Federal Highway Administration officials.
9. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
10. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment O), which is necessary for Project participation.
11. Repay to the Department the federal share of the cost of any portion of the Projects if, for any reason, federal participation is removed due to actions or inactions of the City, its agents, its employees, or its assigns or the City's consultants or contractors or their agents. 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 City understands and agrees that the Department may cause necessary funds to be withheld from the City 's Motor Fuel Tax allotment should the City fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Projects.
12. Be responsible for all costs not provided by the Federal Highway Administration or the Department.
13. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.

14. Retain total, direct control over the Projects throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department**:
    - sell, transfer, or otherwise abandon any portion of the Projects;
    - change the intended use of the Projects;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.
15. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Projects in accordance with Federal-aid requirements may result in the City's repayment of federal funds and may result in withholding all future Federal-aid.
16. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the City expends more than $500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the City's fiscal year. The $500,000 threshold is subject to change after OMB periodic reviews.
17. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment P).
18. Agree to promptly refund to the Department in full any and all revenue paid by the Department based upon claims adjudicated by the Arkansas Claims Commission or other legal forum sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of the City. This obligation survives the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for the following in relation to Job 040582, Razorback Rd.-Garland Ave. (Hwy. 112) (Fayetteville) (S) and overlays on Highway 112 from Maple Street to North Street and from Leroy Pond Drive to the beginning of Job 040582:
    a. Be responsible for all funding beyond the City's share of Job 040582, except for any increases in cost resulting from changes in project scope proposed by the City.
    b. Provide the funding necessary to overlay the segments of Highway 112. Costs will be limited to those associated with the Department's typical overlay design.
    c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
    d. Provide environmental clearance for Highway 112 overlays.
    e. Review final plans and specifications submitted by the City.
    f. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
    g. Advise the City when to proceed with advertisement of the Project for construction bids.
    h. Review and concur in award of the construction contract for the Project.

i. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

j. Review and approve any necessary change orders for project/program eligibility.

k. Be responsible for increases in project costs due to change orders for normal bid item adjustments.

l. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment I). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.

m. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment K).

n. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 0 between Highway 16 (W. 15th Street) and Highway 112 Spur (Wedington Drive) from the State Highway System and transfer ownership and responsibility to the City.

2. Be responsible for the following in relation to projects scheduled to widen Highway 112 between Poplar Street and Interstate 49:

a. Provide the City the amount of funding necessary for all phases of work to develop and construct the typical design section for an urban state highway, as shown on Attachment J, for this portion of Highway 112.

b. Evaluate the proposed typical design section versus the typical design section for an urban state highway, as shown on Attachment J, and determine how any changes will affect the estimated cost. City-requested changes to the typical design section that are determined to be budget-neutral will not require additional funding from the City.

c. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.

d. Coordinate with the City to procure required professional services such as design consultants, construction engineering and inspection consultants, and right of way consultants.

e. Review environmental documentation as prepared by the City.

f. Review plans and specifications submitted by the City.

g. Reimburse the City 100% for eligible professional services, procured using Department-approved procedures, upon review and approval of reimbursement requests.

h. Notify the City when right-of-way and/or utility plans are approved and the City may proceed with right-of-way acquisition and/or utility adjustments.

i. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

j. Advise the City when to proceed with advertisement of the Project for construction bids.

k. Review and concur in award of the construction contract for the Project.

l. Ensure that the City and the City's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the City's representatives and their consultant to verify that the work being performed by the City's contractor, and documented and certified by the City, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

m. Review and approve any necessary change orders for project/program eligibility.

n. Be responsible for increases in project costs due to change orders for normal bid item adjustments.

o. Reimburse the City 100% for eligible construction costs approved in the CCRR form (Attachment G). This reimbursement will be limited to the funding available at the time payment is requested. If the payment requested exceeds the funding available at the time, the difference will be reimbursed as additional funds for the Project become available.

p. Subject to the availability of funding allocated for the Project, pay the City the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment I).

q. Upon completion of these improvements to Highway 112, remove the portion of Highway 112, Section 1 between Highway 112 Spur (Wedington Drive) and Interstate 49 from the State Highway System and transfer ownership and responsibility to the City.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the City's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this 19th day of September, 2017.

ARKANSAS DEPARTMENT OF TRANSPORTATION

Scott E. Bennett, P.E.
Director

CITY OF FAYETTEVILLE

Lioneld Jordan
Mayor

Kit Williams
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1888

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From: Paul Libertini, Staff Engineer

Subject: **North Street (Garland Ave to College Ave) – Agreement of Understanding with the Arkansas Department of Transportation**

Recommendation:
A Resolution to approve the Agreement of Understanding (AOU) with the Arkansas Department of Transportation (ARDOT) for North Street from Garland Avenue to College Avenue, and approve a Budget Adjustment in the amount of $375,000 to recognize federal-aid funding of $300,000 and the required 20% local match of $75,000. The AOU requires signatures from the Mayor and the City Attorney.

Background:
In 2012, the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) designated the Fayetteville-Springdale-Rogers, AR-MO urbanized area as a Transportation Management Area (TMA). This TMA designation provides Surface Transportation Block Grant Program – Attributable (STBGP-A) funds to the Northwest Arkansas Regional Planning Commission (NWARPC) based on the 2010 Census Urbanized Area population of 295,083. The Urban Area continues to grow significantly to a recorded 373,687 population in the 2020 Census. In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately $12,000,000 per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

Resolution 60-25 authorized the Mayor to submit applications to the NWARPC for federal funding of which North Street was one of the projects identified in this resolution. The City submitted an application for a $500,000 grant of FFY 2026 STBGP-A funds. On June 17, 2025, the NWARPC awarded the City $300,000 STBGP-A funds to be used in the Design/Environmental/ROW phases of this project. The City must provide a 20% local match of $75,000 for a total of $375,000. This funding will get the project started, but the City will be applying for additional federal funding annually.

Discussion:
The City has received a letter from Keli Wylie, Assistant Chief Engineer for ARDOT requesting that the Mayor and the City Attorney sign the Agreement of Understanding (AOU) for the North Street Improvement project which we be partially funded with federal funds. The AOU needs to be signed along with several other documents that are included as attachments.

Budget/Staff Impact:
This project is based on an Agreement of Understanding with ARDOT in which Federal-aid money will pay 80% of the project amount and the City will pay the 20% match. Initially, the City will have to make payments to the Consultant and then submit the required paperwork to ARDOT requesting the 80% reimbursement. The City's 20% matching funds of $75,000 for the professional services will be paid from

the Streets Projects Bonds fund. The Federal-aid portion of $300,000 will be paid from the Bond Program Grant Matching fund.

Account #	Project #	Amount
4601.860.7229-5860.02	46020.7229	$300,000
4702.860.7229-5860.02	46020.7229	$75,000
TOTAL		$375,000

Attachments: SRF North Street - NWARPC Grant, BA North Street - NWARPC Grant, Letter from ARDOT to Mayor Rawn dated August 19, 2025, North Street Agreement of Understanding (AOU), Letter Designating Employee in Responsible Charge, Certification for Grants, Loans, and Cooperative Agreements, Federal Funding Accountability and Transparency Act (FFATA), Resolution 60-25 Authorization to Apply for Federal Funding

City of Fayetteville Staff Review Form

2025-1762

Item ID

10/7/2025

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

Paul Libertini	9/15/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution to approve the Agreement of Understanding with the Arkansas Department of Transportation (ARDOT) for North Street from Garland Avenue to College Avenue, and approve a Budget Adjustment in the amount of $375,000 to recognize federal-aid funding of $300,000 and the required 20% local match of $75,000.

Budget Impact:

Account Number	Fund
4601.860.7229-5860.02	Bond Program Grant Matching
4702.860.7229-5860.02	Street Projects Bonds

Project Number	Project Title
46020.7229	Streets Bond Projects - North Street (Razorback Greenway to College Ave)

Budgeted Item?	Yes	Total Amended Budget	$	17,492,634.00
		Expenses (Actual+Encum)	$	13,899,571.62
		Available Budget	$	3,593,062.38
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	375,000.00
		Remaining Budget	$	3,968,062.38

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 60-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	Adjustment Number
2025	Requestor:	Paul Libertini	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize $300,000 in FFY 2026 STBGP-A grant funds awarded by the Northwest Arkansas Regional Planning Commission (NWARPC) and 20% local matching funds of $75,000 for the North Street (Garland to College) project.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1762**

Holly Black
9/15/2025 12:57 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2025826

Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	300,000	300,000				
	Increase / (Decrease)		Project.Sub#			
4601.860.7229-4309.00	-	300,000	46020	7229	RE	Federal Grants - Capital
4601.860.7229-5860.02	300,000	-	46020	7229	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7229-5860.02	75,000	-	46020	7229	EX	Capital Prof Svcs - Engineering/Architectu
4702.860.7999-5899.00	(75,000)	-	46020	7999	EX	Unallocated - Budget
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ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

August 19, 2025

The Honorable Molly Rawn
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Job 041003
F.A.P. STPU-9142(62)
College Ave. – Garland Ave. (North St.)
(Fayetteville) (S)
Washington County
Hwy. 112, Sec. 1
Hwy. 16, Sec. 2S

Dear Mayor Rawn:

Reference is made to the College Avenue to Garland Avenue project which was awarded Surface Transportation Block Grant Program – Attributable (STBGP-A>200K) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,

Keli Wylie

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosures

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Local Programs
Program Management
District 4
Job 041003 'C' File
Tim Conklin, Executive Director, NWARPC

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of **Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S) (**hereinafter called the "Project") as a Federal-aid Surface Transportation Block Grant Program – Attributable (STBGP-A>200K) project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 60-25 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor Federal-aid STBGP-A>200K funds; and

WHEREAS, funding participation will be subject to a limit of **$300,000** maximum **Federal-aid STBGP-A>200K** funds for the **design, environmental,** and **right of way phases** of the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
   - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
   - Maintain familiarity of day to day project operations, including project safety issues;
   - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
   - During construction, visit and review the project on a daily basis;
   - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
   - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
   - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

- Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
- Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor (Form LPA-031).
   - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
   - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.
   - Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

6. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds**.

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

11. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

12. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

13. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way. **NOTE: Any property that is to become Department right of way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**

24. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

30. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

31. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

32. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

33. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

34. 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 Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, (Form LPA-029).

35. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the FHWA.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. 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.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right of way and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $750,000 threshold is subject to change after OMB periodic reviews.

43. Promptly notify the Department if the Project improvements outside of the Department's right of way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to **$300,000** in **Federal-aid STBGP-A>200K** funds for the **design, environmental,** and **right of way phases** of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Review plans and specifications submitted by the Sponsor.

3. Notify the Sponsor when right of way and/or utility plans are approved and the Sponsor may proceed with right of way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.

5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

7. Review bid tabulations and concur in award of the construction contract for the Project.

8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

9. Review and approve any necessary change orders for project/program eligibility.

10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).

12. Provide all form updates via email to the contact as shown on Form LPA-005.

13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 20____.

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatories

THE CITY OF FAYETTEVILLE

_____ _____

Molly Rawn Date
Mayor

_____ _____

Kit Williams Date
City Attorney

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin _____ 08/22/2025

Tim Conklin
Executive Director

Date

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041003, College Ave. – Garland Ave. (North St.) (Fayetteville) (S).

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

_____ _____

Jared D. Wiley, P.E. Date
Director

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Form LPA-001

GENERAL REQUIREMENTS FOR RECIPIENTS AND SUB-RECIPIENTS CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application *(These procedures do not apply to Design-Build Contracts.)*

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.,* commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the "competitive negotiation" (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm's response including primary contact information.
2. The firm's completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department's website.) http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm's equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm's current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105). https://www.ark.org/dfa/immigrant/index.php/user/welcome

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
   a. Multiple firms for an IDIQ contract; or
   b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds $250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than $250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

Form LPA-005

Please Print on Sponsor Letterhead
(Designating Full-Time Employee in Responsible Charge)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be ***(INSERT NAME OF EMPLOYEE & TITLE)***. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at ***(INSERT PHONE NUMBER)*** or by email at ***(INSERT EMAIL ADDRESS)***.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Form LPA-006

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

___ Tract(s)
___ Options(s)
___ Paid
___ Donation(s)
___ Negotiation Pending* - include tract number(s) and statement: *"It is anticipated that this/these tract(s) will be acquired by (date)."*
___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date

* If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #____ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-007

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-008

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING AUTHORITY TO ADVERTISE

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of <u>two times</u> in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "Build America, Buy America provisions apply to this project."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

Form LPA-013

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for $1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)*'s** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____
PAY REQUEST # _____
FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1 Maximum Approved Federal-aid Amount _____

2 Original Contract Amount _____
3 Net Changes by Change Orders _____
4 Present Contract Total _____

5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less) _____
6 Work Completed to Date _____

7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less) _____
8 Previous Reimbursements (Federal) _____

9 ***Amount Due this Estimate*** $0.00
(subtract Line 8 from Line 7)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

_____

SPONSOR: _____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
			WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS REQUESTS	THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Form LPA-015

Sponsor

LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:	**Date:**
Job No:	**FAP No:**
County:	**Route:**
Contractor:	
Date Work Began:	**Date Work Completed:**
Attendees:	
Remarks:	
☐ **Provide Digital Photos of Completed Project (minimum of 5)**	
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor _____ **Engineer**	**Recommended for Acceptance in Accordance with Project Agreement** _____ **ARDOT Resident Engineer**

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

_____

SPONSOR's **CEO**

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____
Sponsor

_____
Signature

_____
Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, _____ shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: _____ UEI Expiration Date: _____

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes No

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

Form LPA-020

LPA Project Quarterly Report Form

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final	
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	☐ All Permits Received Date:	☐ Final Clearance Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	☐ ROW Plans Approved Date:	☐ Acquisition Documents Approved Date:	
	☐ Acquisition Underway	☐ Acquisition Complete Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:		
Utility Relocation:	☐ Utility Relocation Not Necessary	☐ Relocation Plans Prepared Date:	☐ Relocation Underway	☐ Relocation Complete Date:	
Authority to Advertise:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	Bid Opening Date:		
Concurrence in Award:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	☐ Contract Executed Date:		
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed Date:		

ARDOT Contact:

Rev. 10-2-2023

CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ **CHANGE ORDER NO.:** _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
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					$ -		$ -
					$ -		$ -
					$ -		$ -
				TOTALS:	$ -		$ -

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	
THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY	$ -
THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE	**$ -**

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME	_____	DAYS
THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY	_____	DAYS
THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE	_____	DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

OWNER: [INSERT OWNER NAME HERE]

Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT LOCAL PROGRAMS APPROVES

Signature Date

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*"

ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statues, regulation, and authorities.

Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
    - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.

Form LPA-031

Please Print on Sponsor Letterhead
(Request for ARDOT On-call Consultant)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

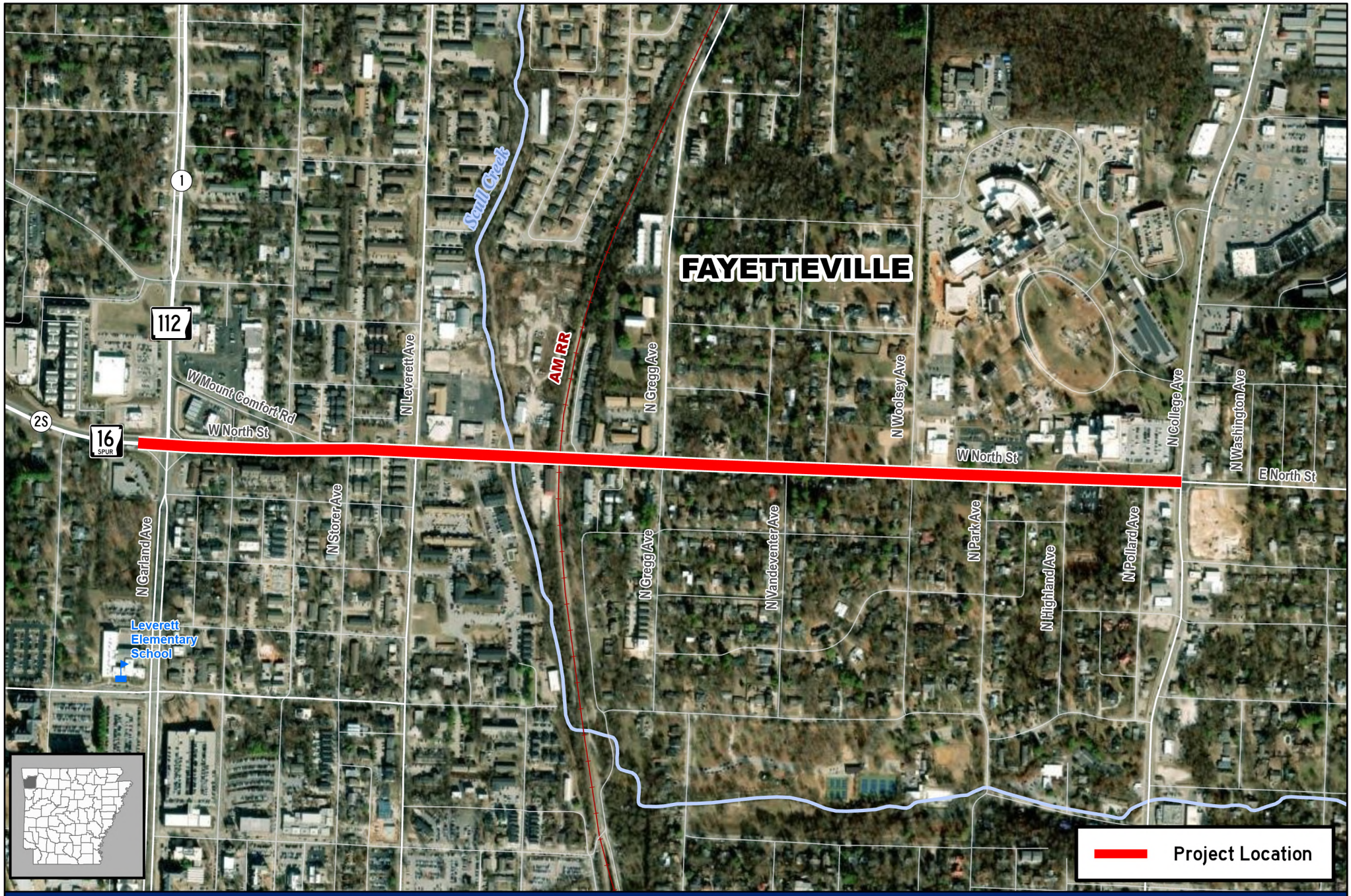
Dear Mr. Siskowski:

We are interested in the Department contracting with an on-call consultant on our behalf. This letter certifies our understanding that, as the Sponsor, we remain responsible for the duties and functions outlined in the Agreement of Understanding, including full project management of the referenced project. Should an on-call consultant be assigned, their services would be limited to the **[*INDICATE PHASE(S) (i.e. Planning, Design, Environmental, Right of Way, Utility Relocation, and/or Construction Engineering)*]** phase(s).

We also acknowledge that the Department retains full discretion in selecting the on-call consultant. We understand that this decision may be based on factors including but not limited to current availability, workload, qualifications, and geographic location of the project.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)



Job 041003

College Ave. – Garland Ave. (North St.) (Fayetteville) (S)

Hwy. 112, Sec. 1
Hwy. 16, Sec. 2S
Washington County

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 200 400 800 Feet

PM: PD: cp44759: 7/10/2025

Document Path: \\san1\gis\ProgramsContracts\Sketches\041003\041003.aprx

CITY OF
FAYETTEVILLE
ARKANSAS

September 16, 2025

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job 041003
College Ave. – Garland Ave. (North St.)
(Fayetteville)(S)
Washington County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be Paul Libertini, P.E., Staff Engineer. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (479) 444-3419 or by email at plibertini@fayetteville-ar.gov

Sincerely,

Molly Rawn
Mayor

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Molly Rawn, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: 5/16/2026

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes (No)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Yes) No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

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

Resolution: 60-25

File Number: 2025-171

2025 TRANSPORTATION FEDERAL AID (GRANT APPLICATION):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS

WHEREAS, the passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance; and

WHEREAS, grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Bock Grant-Attributable Program (STBGP-A), and the Transportation Alternatives Program (TAP) that will provide over $13 million in funding for the Northwest Arkansas Region; and

WHEREAS, the funding for selected projects will be at an 80/20 Federal and Local participating ratio, up to the maximum Federal-aid available; and

WHEREAS, seven projects have been identified for application for federal funding:

Grant Program	Existing/New Project	Project Description	Amount
CRP	Existing	Rupple Road Lighting – Persimmon to MLK	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

WHEREAS, on January 28, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval

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 authorizes Mayor Rawn to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for the above identified projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to participate in accordance with its designated responsibilities in these projects, including providing the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

PASSED and APPROVED on February 18, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-171

MEETING OF FEBRUARY 18, 2025

TO: Mayor Rawn and City Council

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

FROM: Matt Casey, Engineering Design Manager

SUBJECT: **2025 Federal Aid Transportation Grant Application**

RECOMMENDATION:
Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

BACKGROUND:
The passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance. Grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Block Grant-Attributable (STBGP-A) Program, and the Transportation Alternatives Program (TAP). In total, these programs will provide over $13 million in funding for the Northwest Arkansas Region. Additionally, the State Department of Transportation offers a statewide grant opportunity through their Transportation Alternatives Program.

DISCUSSION:
Seven projects have been identified for application for federal funding as shown below.

Grant Program	Existing/New Project	Project Description	Amount Requested
CRP	Existing	Rupple Road Lighting – Persimmon to MLK (Hwy 62)	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

BUDGET/STAFF IMPACT:
If the grants are approved, the City of Fayetteville will be responsible for 20% of the total project cost while

Federal funding will provide 80%. Matching funding has been budgeted through various accounts in anticipation of award of grant funding.

On January 28th, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval to apply. The grant programs require a resolution be included with the application.

ATTACHMENTS: SRF (#3) , Public Notice of NWARPC (#4), Drake St. Residential and Business Density 8.5 x 11 (#5), Mission Blvd Trail Map - Phases (#6), North Street Corridor (#7), Rupple Trail Lighting Location Map 1-29-25 (#8), Garland Ave - Hwy 112 (#9)

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

File #: 2025-171

2025 Federal Aid Transportation Grant Application

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID FUNDS FOR THE RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, TRANSIT STOP ENHANCEMENTS, MISSION BOULEVARD TRAIL, RAZORBACK GREENWAY ASPHALT REPLACEMENT, GARLAND AVENUE, AND NORTH STREET CORRIDOR PROJECTS

WHEREAS, the passage of the Bipartisan Infrastructure Bill is providing more opportunities for Federal funding assistance; and

WHEREAS, grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Bock Grant-Attributable Program (STBGP-A), and the Transportation Alternatives Program (TAP) that will provide over $13 million in funding for the Northwest Arkansas Region; and

WHEREAS, the funding for selected projects will be at an 80/20 Federal and Local participating ratio, up to the maximum Federal-aid available; and

WHEREAS, seven projects have been identified for application for federal funding:

Grant Program	Existing/New Project	Project Description	Amount
CRP	Existing	Rupple Road Lighting – Persimmon to MLK	$500,000
TAP	Existing	Drake Street Trail Connections	$300,000
TAP	New	Transit Stop Enhancements	$150,000
TAP	New	Mission Blvd Trail Phase 3	$600,000
RTP	New	Razorback Greenway Asphalt Replacement	$250,000
STBGP-A	New	Garland Ave. (Hwy 112)	$2,000,000
STBGP-A	New	North Street Corridor (Garland to College)	$500,000

WHEREAS, on January 28, 2025, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval

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 authorizes Mayor Rawn to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission for the above identified projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees to participate in accordance with its designated responsibilities in these projects, including providing the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

City of Fayetteville Staff Review Form

2025-171

Item ID

2/18/2025

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

Matt Casey	1/30/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Rupple Road Lighting, Drake Street Trail Connection, Transit Stop Enhancements, Mission Blvd. Trail (Phase 3), Razorback Greenway Asphalt Replacement, Garland Ave. (Hwy 112), and North Street Corridor (Garland Ave. to College Ave.)

Budget Impact:

Various	Various
Account Number	Fund
Various	Various
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:

PUBLIC NOTICE OF
NWARPC FFY 2026 CALL FOR PROJECTS
FOR STBGP-A, TAP, & CRP FUNDING

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), announces the availability of approximately **$11.7 million in NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding, $1.3 million in NWARPC Transportation Alternatives Program (TAP) funding and $1.4 million in NWARPC Carbon Reduction Program (CRP) funding for Federal Fiscal Year (FFY) 2026.** Availability of FFY 2026 funding is subject to Congressional action. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act(IIJA), Pub. L. 117-58 (Nov. 15, 2021) provides federal suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urban Area.

STBGP-A, TAP, and CRP are federally funded, 80% Federal / 20% Local, reimbursable programs and projects must meet and follow the ARDOT Local Public Agency (LPA) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. Additional information on the programs can be found at:

STBG Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

APPLICATION INFORMATION: The FFY 2026 STBGP-A, TAP, and CRP Funding Request Applications are available at the NWARPC office located at 1311 Clayton Street, Springdale, AR 72762 and online at www.nwarpc.org/funding-programs/. **APPLICATIONS MUST BE RECEIVED NO LATER THAN 11:59 P.M. (CT), THURSDAY, APRIL 3, 2025**. Any funding request submitted after this deadline will not be considered.

For information on this program or questions related to the application process, please contact Nicole Gibbs, Transportation Programs Manager/Regional Planner, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

FFY 2026 NWARPC STBGP-A, TAP, and CRP Project Application Timeline:
Call for Projects Notice – January 5, 2025
Project Funding Request Deadline – April 3, 2025 at 11:59 P.M. CT

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en espanol, marques el 866-656-1842; para llamadas en ingles, marques el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC at least 48 hours before the meeting. Si necesita informacion en otro idioma, comuniqese NWARPC cuando menos 48 horas antes de la junta.

AVISO PÚBLICO DE LA CONVOCATORIA
NWARPC FFY 2026 PARA PROYECTOS
PARA LA FINANCIACIÓN STBGP-A, TAP Y CRP

La Comisión de Planificación Regional del Noroeste de Arkansas (NWARPC), que actúa como Organización de Planificación Metropolitana (MPO) de NWA, anuncia la disponibilidad de aproximadamente **$11.7 millones en fondos del Programa de Subvenciones en Bloque para el Transporte de Superficie - Atribuible (STBGP-A), $1.3 millones en fondos del Programa de Alternativas de Transporte (TAP) y $1.4 millones en fondos del Programa de Reducción de Carbono (CRP) para el Año Fiscal Federal (FFY) 2026.** La disponibilidad de fondos para el año fiscal 2026 está sujeta a la acción del Congreso. La Ley de Infraestructura Bipartidista (BIL), promulgada como la Ley de Inversión en Infraestructura y Empleos (IIJA), Pub. L. 117-58 (15 de noviembre de 2021) proporciona fondos federales subasignados al área urbana de Fayetteville-Springdale-Rogers AR-MO.

STBGP-A, TAP, y CRP son programas reembolsables financiados por el gobierno federal, 80% federal/20% local, y los proyectos deben cumplir y seguir el proceso de ayuda federal de la Agencia Pública Local (LPA) de ARDOT para el reembolso. Los fondos deben utilizarse para proyectos elegibles que sean presentados por entidades elegibles y elegidos a través de un proceso competitivo. Puede encontrar información adicional sobre los programas en:

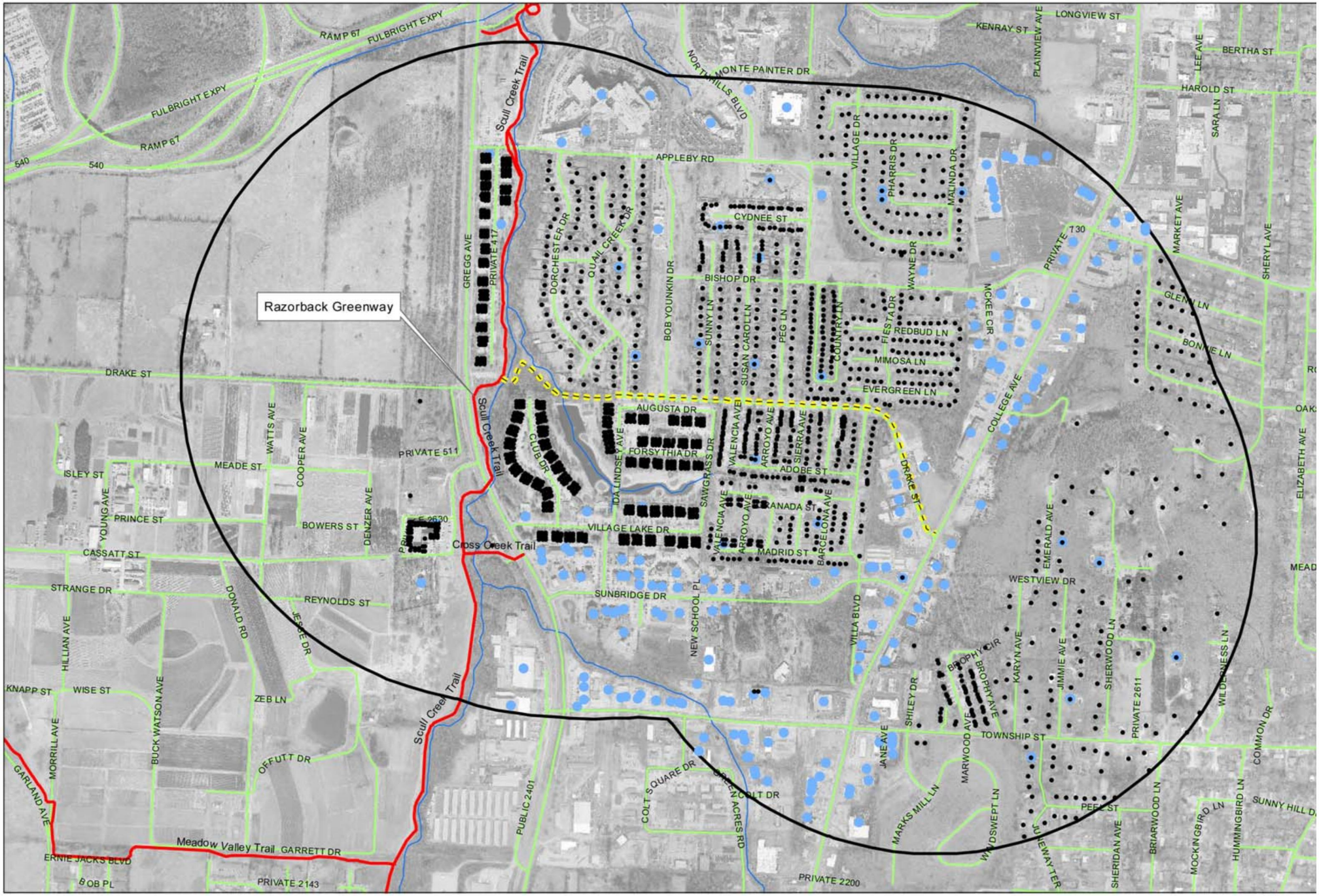
STBG: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm
TAP: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm
CRP: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

INFORMACIÓN DE LA SOLICITUD: Las solicitudes de solicitud de financiamiento FFY 2026 STBGP-A, TAP y CRP están disponibles en la oficina de NWARPC ubicada en 1311 Clayton Street, Springdale, AR 72762 y en línea en www.nwarpc.org/funding-programs/. **LAS SOLICITUDES DEBEN RECIBIRSE A MÁS TARDAR A LAS 11:59 P.M. (CT) DEL JUEVES 3 DE ABRIL DE 2025**. Las solicitudes de financiación presentadas después de esta fecha límite no se tomarán en cuenta.

Para obtener información sobre este programa o preguntas relacionadas con el proceso de solicitud, comuníquese con Nicole Gibbs, Gerente de Programas de Transporte/Planificadora Regional, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x105.

CRONOGRAMA DE SOLICITUD DE PROYECTOS FFY 2026 NWARPC STBGP-A, TAP Y CRP:
Aviso de convocatoria de proyectos – 5 de enero de 2025
Fecha límite de solicitud de financiamiento del proyecto – 3 de abril de 2025 a las 11:59 p. m. CT.

AVISO DE POLÍTICA DE NO DISCRIMINACIÓN DEL NWARPC: El NWARPC cumple con todas las disposiciones de derechos civiles de los estatutos federales y las autoridades relacionadas que prohíben la discriminación en programas y actividades que reciben asistencia financiera federal. Por lo tanto, el NWARPC no discrimina por motivos de raza, sexo, color, edad, origen nacional, religión o discapacidad, en la admisión, el acceso y el tratamiento en los programas y actividades del NWARPC, así como en las prácticas de contratación o empleo del NWARPC. Las quejas de presunta discriminación y las consultas con respecto a las políticas de no discriminación de NWARPC pueden dirigirse a Nicole Gibbs, AICP, Planificadora Regional – EEO/DBE (ADA/504/Coordinadora del Título VI), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voz/TTY 7-1-1 o 1-800-285-1131); Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711, directamente al 800-285-1131 o mande un correo electrónico a ngibbs@nwarpc.org. Este aviso está disponible con la coordinadora ADA/504/Título VI en letra grande, grabación audio y braille. Si necesita información en otro idioma, póngase en contacto con Nicole Gibbs.



- Residential Unit (1,958 units)
- Business (266 Businesses)
  2, 696 Full-Time
  1,156 Part-Time
- Drake_Street_Trail
- Trails (Multi-Use)
- Streams
- 1/2 Mile Distance from Trail

Drake Street Trail Connection and Cycletrack

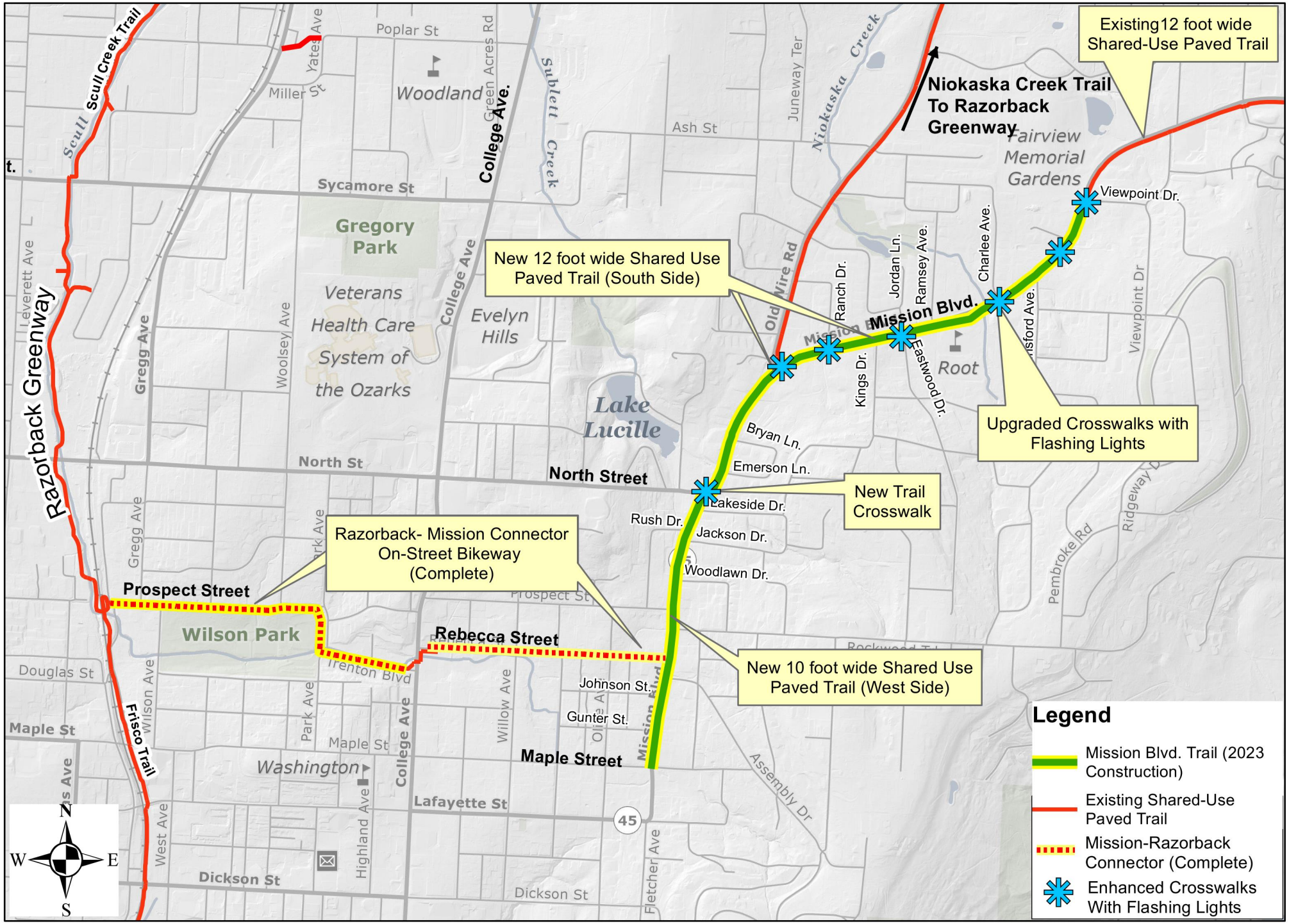
Proposed 2015 TAP Funding Project

0 400 800 1,600 Feet

1 inch = 800 feet

N

Document Path: G:\GIS2\Projects\2013\Trails--Drake Street Trail Connection\Maps\Drake Street Trail Connection.mxd

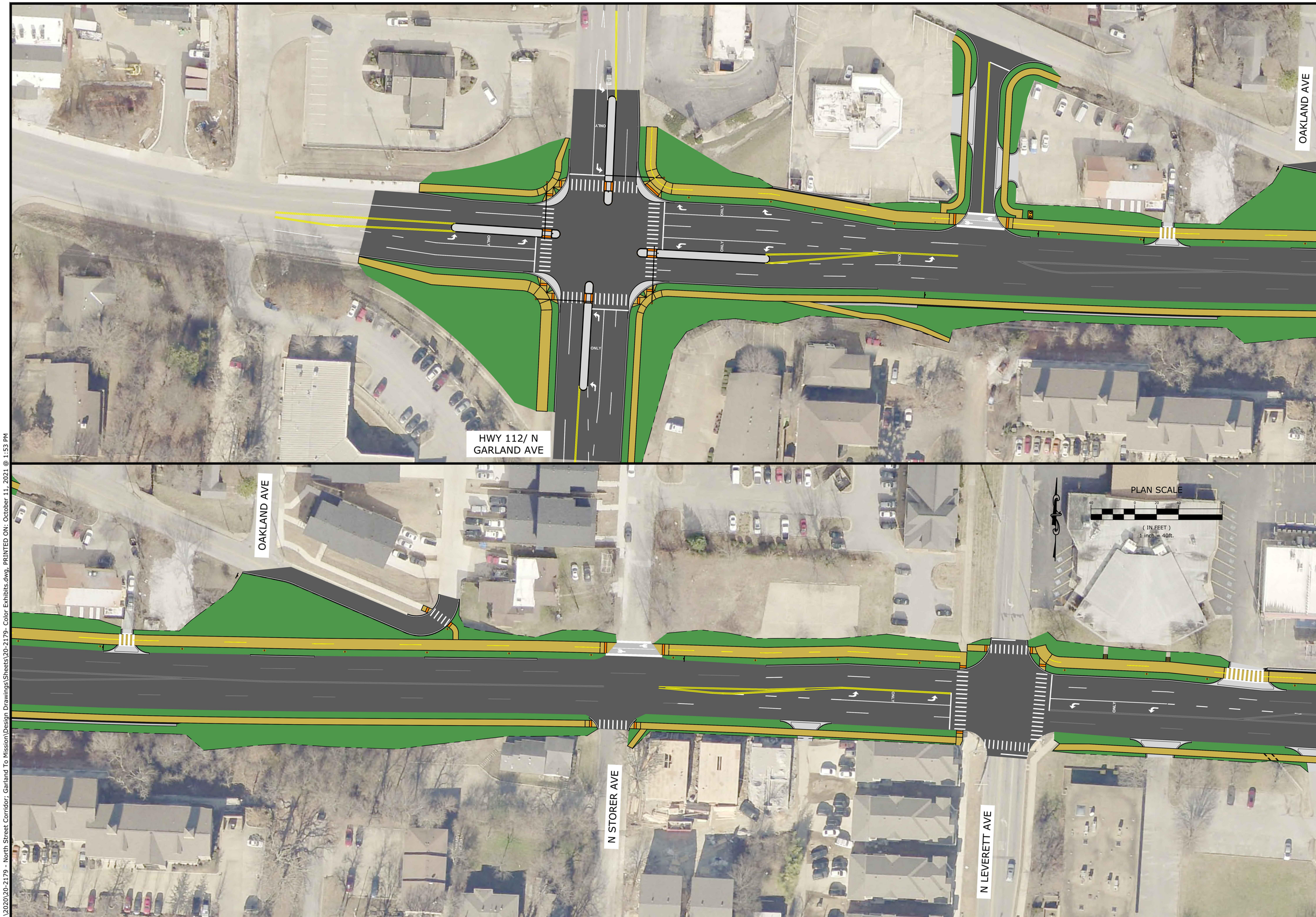


CITY OF FAYETTEVILLE ARKANSAS

Mission Blvd. Trail - 1.5 Miles
Mission-Razorback Connector Bikeway - 1.1 Mile

January 2023

0 0.125 0.25 0.5 Miles



McCLELLAND CONSULTING ENGINEERS, INC.
DELIVERED TO SERVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

©2021

811
Know what's below.
Call before you dig.

REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
WEST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/11/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-1

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 11, 2021 @ 1:53 PM

McCLELLAND CONSULTING ENGINEERS, INC.
DELIVERED TO DRIVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
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CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

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REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
CENTRAL-
WEST

DESIGNED BY:	DRAWN BY :
ELA	ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-2

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

McCLELLAND CONSULTING ENGINEERS, INC.
DELIVERED TO DRIVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR

GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

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REVISIONS

REV	DATE	DESCRIPTION

NORTH ST
CORRIDOR
CENTRAL-
EAST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-3

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

McCLELLAND CONSULTING ENGINEERS, INC.
DELIVERED TO THRIVE
1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

NORTH ST. CORRIDOR
GARLAND AVE. TO MISSION BLVD.

FAYETTEVILLE , AR

©2021

811
Know what's below.
Call before you dig.

REV	DATE	DESCRIPTION

REVISIONS

NORTH ST
CORRIDOR
EAST

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 10/5/2021	REVISION: REV. 30%
SCALE: 1"=40'	JOB NUMBER: 20-2179

EX-4

W:\2020\20-2179 - North Street Corridor; Garland To Mission\Design Drawings\Sheets\20-2179- Color Exhibits.dwg, PRINTED ON: October 5, 2021 @ 10:28 AM

CITY OF FAYETTEVILLE ARKANSAS

Rupple Road Trail
Proposed Trail Lighting

6' SIDEWALK
9' GREENSPACE
1'-6" C&G
10' INNER LANE & 11' OUTER LANE
1'-6" C&G
9' LANDSCAPED MEDIAN
1'-6" C&G
10' INNER LANE & 11' OUTER LANE
1'-6" C&G
9' GREENSPACE
12' TRAIL*
* MAINTAIN EXISTING TRAIL FROM STA. 14+56 TO 25+56
TYPICAL SECTION
HWY 112 / GARLAND AVENUE
N.T.S.
HWY 112/GARLAND AVE
N. JANICE AVENUE
N. MORRILL AVENUE
N. NAVY DRIVE
N. EVANS DRIVE
GARNETT STREET
W. CRAIG STREET
BURNS STREET
W. ELM STREET
BILL AVENUE
EVANS DRIVE
BURNS MCDONNELL
BERN LYNCH PRAIRIE LOCAL SYS II
GARNER, JOHNSON COUNTY, KS
date 04/22/20
designed WPP
drawn WPP
checked SRB
HWY 112 / GARLAND AVE: POPLAR ST. TO DRAKE ST.
project 117268
contract 040720
drawing EXHIBIT 01
rev. 0
sheet 01 of 01 sheets

CITY OF FAYETTEVILLE ARKANSAS

Transportation Committee Memo

2025-1963

Meeting of September 30, 2025

To: Transportation Committee

Thru:

From:

Subject: **NWARPC Transportation Alternatives Program Grant Agreement**

Recommendation:
Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,000.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

Background:
In February 2025, the Fayetteville City Council approved Resolution 60-25, authorizing the City to apply for $150,000 in Federal aid funding from the Arkansas Department of Transportation's Transportation Alternatives Program (TAP) through the Northwest Arkansas Regional Planning Commission (NWARPC). The funding was sought to support Transit Stop Enhancements.

In July 2025, the City of Fayetteville was awarded the full $150,000 in TAP funding to implement the proposed transit improvements.

Discussion:
In 2025, the NWARPC contracted Olsson Design to perform surveying, environmental clearance, and design work for selected transit stops across the region. The scope of work includes the design of concrete loading platforms, installation of bus shelters, and improvements to meet Americans with Disabilities Act (ADA) accessibility standards.

In Fayetteville, five primary transit stop locations were selected for design, with two additional locations identified as alternates pending budget availability. The identified locations are:

- N. Porter Rd and W. Skyler Dr.
- N. Porter Rd and W. Lawson St.
- S. Sang Ave and W. Stone St.
- Carlson Dr., east of Razorback Rd.
- W. Stone St. and S. Hill Ave.
- W. 15th St., west of Razorback Rd. (Includes two stops at this location)

Fayetteville is currently served by two transit agencies: Ozark Regional Transit (ORT) and Razorback Transit. Combined, these agencies provide over one million annual fare-free rides. The city has more than 270 fixed-route transit stops, yet over half of these stops lack basic ADA accessibility, and more than 80% do not have shelters. The planned improvements aim to address these critical infrastructure gaps and enhance the rider

experience across the system.

Budget/Staff Impact:
City staff has generated a cost estimate for $187,500 for implementation. The grant application for $150,000 will provide 80% funding with the City providing a 20% match of $37,500.

Attachments: 2025-1722 SRF Transit Stop TAP Grant, 2025-1722 BA Transit Stop TAP Grant, Transit Stop Locations Map, 041004 Transit Stop TAP Agreement

City of Fayetteville Staff Review Form

2025-1722

Item ID

October 7th, 2025

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

Matt Mihalevich	9/3/2025	ENGINEERING (621)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

Budget Impact:

4470.800.8820-5809.00	Sales Tax Capital Improvements
Account Number	Fund
25004.2502	Transit Stop Infrastructure - NWARPC TAP Grant
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	406,637.00
		Expenses (Actual+Encum)	$	269,700.00
		Available Budget	$	**136,937.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	190,724.00
		Remaining Budget	$	**327,661.00**

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 60-25, 189-25

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year	Division /Org2	ENGINEERING (621)	Adjustment Number
2025	Requestor:	Matt Mihalevich	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation for the Transit Stop Enhancements Project made possible through the Northwest Arkansas Regional Planning Commission – Transportation Alternatives Program and approving a budget adjustment to recognize $150,00.00 in federal-aid funding and authorizing the Mayor to sign additional grant related documents as necessary to implement the project.

COUNCIL DATE: 10/7/2025

ITEM ID#: **2025-1722**

Holly Black
9/8/2025 3:52 PM

Budget Division Date

TYPE: **D - (City Council)**

JOURNAL #:

GLDATE:

CHKD/POSTED: /

RESOLUTION/ORDINANCE

v.2025826

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	150,000	150,000				
4470.800.8820-4309.00	-	150,000	25004	2502	RE	Federal Grants - Capital
4470.800.8820-5809.00	190,724	-	25004	2502	EX	Improvements - Street
4470.800.8820-5314.00	(40,724)	-	06035	2700	EX	Professional Services
	-	-				
	-	-				
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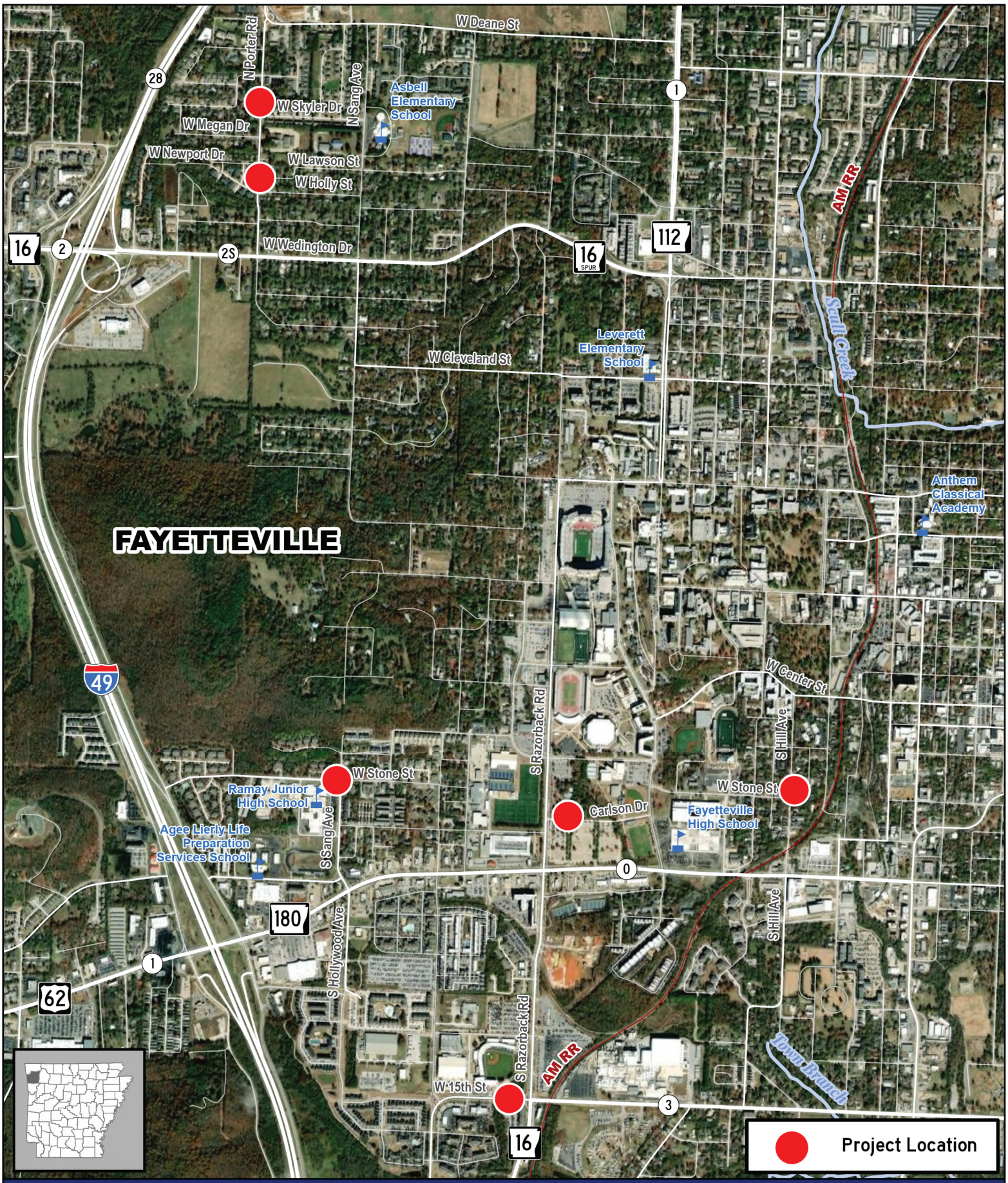

Job 041004

Transit Stop Enhancements (Fayetteville) (S)

Washington County

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 500 1,000 2,000 Feet

PM: PD: cp44759: 7/10/2025

Document Path: \\san1\gis\ProgramsContracts\Sketches\041004\041004.aprx

ARDOT.gov | Jared D. Wiley, P.E., Director

10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2000 | Voice/TTY 711 | Fax: (501) 569-2400

August 27, 2025

The Honorable Molly Rawn
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Job 041004
F.A.P. TAPU-9142(63)
Transit Stop Enhancements
(Fayetteville) (S)
Washington County

Dear Mayor Rawn:

Reference is made to the Transit Stop Enhancements project which was awarded Transportation Alternatives Program – Attributable (TAP-A) funding. In order to proceed, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. Please submit the signed Agreement and referenced forms within the next 60 days.

A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019. All referenced forms are available in digital format at www.ardot.gov/LPA.

If you have any questions, please contact our Local Programs Grant Procurement Section at (479) 360-7161 or LPA@ardot.gov.

Sincerely,

Keli Wylie

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosures

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Local Programs
Program Management
District 4
Job 041004 'C' File
Tim Conklin, Executive Director, NWARPC

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of **Job 041004, Transit Stop Enhancements (Fayetteville) (S) (**hereinafter called the "Project") as a Federal-aid Transportation Alternatives Program – Attributable (TAP-A) project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes the following Federal-aid funds for certain local projects:

	Maximum Federal %	Minimum Sponsor %
Preliminary Engineering by Consultant	80	20
Right of Way/Utilities	80	20
Construction	80	20
Construction Engineering by Consultant	80	20
Department Administrative Costs	80	20

WHEREAS, the City of Fayetteville (hereinafter called the "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. 60-25 from the Sponsor's governing body authorizing the Sponsor's Chief Executive Officer (CEO) to execute agreements and contracts with the Department for the Project; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (hereinafter called the "Commission") awarded the Sponsor Federal-aid TAP-A funds; and

WHEREAS, funding participation will be subject to a limit of **$150,000** maximum **Federal-aid TAP-A** funds for the **construction phase** of the Project and obligation limitation approved; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at www.ardot.gov/LPA) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor, Commission, and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full-time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
   - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
   - Maintain familiarity of day to day project operations, including project safety issues;
   - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
   - During construction, visit and review the project on a daily basis;
   - Review financial processes, transactions, and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
   - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation; and
   - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Initially submit to the Department $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
3. Be responsible for hiring a consultant engineering firm(s) in accordance with the Local Agency Consultant Selection Procedures (Form LPA-002) to provide engineering services which include environmental documentation, preliminary engineering, and construction engineering for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**

- Make periodic payments to the consultant for preconstruction phases of the Project and request reimbursement from the Department.
- Request reimbursement from the Department for eligible expenditures related to preconstruction phases of the Project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

4. If desired, request that the Department contract with one of its on-call consultants on behalf of the Sponsor (Form LPA-031).
   - Execute a task order with the Department and the selected on-call consultant for implementation of selected phases of the Project.
   - Make periodic payments to the on-call consultant for work accomplished in accordance with the task order.
   - Request reimbursement from the Department for eligible on-call consultant related costs incurred for the project. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

5. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Form LPA-003 for items to be included in the bid proposal.)

6. Make periodic payments to the consultant for preliminary engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

7. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds**.

8. Prepare the necessary environmental documentation as required by FHWA and conduct any required public involvement meetings and public hearings.

9. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).

10. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

11. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right of way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**

12. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

13. Ensure the preparation of utility adjustment and right of way plans are in accordance with Arkansas State Highway Commission Policy.

14. Be responsible for all non-reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

15. Be responsible for the matching share for all reimbursable costs associated with the Sponsor owned utilities as defined in the Department's Utility Accommodation Policy.

16. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right of way to be used for the Project (Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right of way. **NOTE: Any property that is to become Department right of way must be acquired in the Department's name.**

17. Submit plans at 30%, 60%, and 90% completion stages for Department review.

18. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.

19. Advertise for bids in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**

20. Forward a copy of all addenda issued for the Project during the advertisement to the Department.

21. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Form LPA-013), including all items noted, to the Department.

22. Prior to awarding the construction contract, submit a check for $1,000 (20%) to be matched by $4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.

23. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**

24. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.

25. Make periodic payments to the consultant for construction engineering for the Project and request reimbursement from the Department. Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

26. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). Reimbursement requests should be submitted, at minimum, every three (3) months and not more than once per month.

27. Attach LPA Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.

28. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the Project for review and approval for program eligibility.

29. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer assigned to the Project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

30. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.

31. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.

32. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.

33. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.

34. 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 Part 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, (Form LPA-029).

35. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

36. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and FHWA officials.

37. Be responsible for 100% of all project costs incurred:

    - should the Project not be completed as specified;
    - should the Project be declared non-participating in federal funds, including any such award by the State Claims Commission; or
    - not provided by the FHWA.

38. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.

39. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. 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.

40. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right of way and **not**, **without prior approval from the Department**:

    - sell, transfer, or otherwise abandon any portion of the Project;
    - change the intended use of the Project;
    - make significant alterations to any improvements constructed with Federal-aid funds; or
    - cease maintenance or operation of a project due to the Project's obsolescence.

41. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.

42. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than $750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The $750,000 threshold is subject to change after OMB periodic reviews.

43. Promptly notify the Department if the Project improvements outside of the Department's right of way are rendered unfit for continued use by natural disaster or other cause.

44. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

45. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the Project is complete.

THE COMMISSION WILL:

1. Provide up to **$150,000** in **Federal-aid TAP-A** funds for the **construction phase** of the Project as funds become available.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.

2. Review plans and specifications submitted by the Sponsor.

3. Notify the Sponsor when right of way and/or utility plans are approved and the Sponsor may proceed with right of way acquisition and/or utility adjustments.

4. Upon receipt of the Sponsor's certification of right of way (property) ownership, provide the appropriate documentation to the file.

5. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.

6. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.

7. Review bid tabulations and concur in award of the construction contract for the Project.

8. Ensure that the Sponsor and the Sponsor's consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and their consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.

9. Review and approve any necessary change orders for project/program eligibility.

10. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.

11. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Form LPA-016).

12. Provide all form updates via email to the contact as shown on Form LPA-005.

13. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that the Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to the Department's requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 20____.

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatories

THE CITY OF FAYETTEVILLE

_____ _____

Molly Rawn Date
Mayor

_____ _____

Kit Williams Date
City Attorney

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatory

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

Tim Conklin Executive Director	9-2-2025 Date

Agreement of Understanding between:

The City of Fayetteville, the Northwest Arkansas Regional Planning Commission, and the Arkansas Department of Transportation relative to:

Implementation of Job 041004, Transit Stop Enhancements (Fayetteville) (S).

Signatory

ARKANSAS DEPARTMENT OF TRANSPORTATION

_____ _____

Jared D. Wiley, P.E. Date
Director

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the FMCSA Title VI Program), or disability in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance may be available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape, and in Braille.

Form LPA-001

GENERAL REQUIREMENTS FOR RECIPIENTS AND SUB-RECIPIENTS CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall substitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

LOCAL AGENCY

CONSULTANT SELECTION PROCEDURES

Section I – Application *(These procedures do not apply to Design-Build Contracts.)*

These procedures apply to federally and state funded contracts for engineering and design related services for projects and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process and that the prescribed work is properly accomplished in a timely manner at a fair and reasonable cost.

Engineering and design related services are defined in 23 Code of Federal Regulations (CFR) Part 172 to include program management, construction management, preliminary engineering, design engineering, surveying mapping, or architectural related services with respect to a highway construction project. These services also include professional services of an architectural or engineering nature, as defined by State law, which are required to or may logically or justifiably be performed or approved by a person licensed, registered, or certified to provide the services with respect to a highway construction project. Contracts for these services that are paid with Federal-aid highway program (FAHP) funding will be awarded following these selection procedures.

The federal laws and regulations that govern the procurement of engineering and design related services with FAHP funds are:

- 23 United States Code (U.S.C.) 106 “Project approval and oversight”
- 23 U.S.C. 112 “Letting of contracts”
- 23 U.S.C. 114(a) “Construction Work In General”
- 23 U.S.C. 302 “State transportation department”
- 23 U.S.C. 315 “Rules, regulations, and recommendations”
- 23 U.S.C. 402 “Highway safety programs”
- 40 U.S.C. Chapter 11 – Selection of Architects and Engineers, §§1101 *et seq.,* commonly called the “Brooks Act”
- 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”
- 23 CFR Part 172 “Procurement, Management, and Administration of Engineering and Design Related Services”
- 48 CFR Part 31 “Contract Cost Principles and Procedures”
- 49 CFR Part 1.48(b) “The Federal Highway Administrator is delegated authority to administer the following provisions of title 23, Highways, U.S.C.”

In accordance with the above federal laws and regulations, the Arkansas Department of Transportation (Department) has approved these procedures for use by

the Local Agency for the "competitive negotiation" (qualifications-based selection) method of procurement as defined in 23 CFR §172.7, Procurement Methods and Procedures that complies with the Brooks Act (40 U.S.C. §§1101, *et seq.*).

The Local Agency will use these procedures for Federal-aid contracts and may elect to use them for non-Federal-aid contracts.

Section II – Advertisement for Letters of Interest

The Local Agency may employ a consultant engineering firm when a need exists for engineering services, and it is in the Local Agency's best interest to employ an engineer or engineering firm.

As a minimum, the Local Agency will advertise in a statewide newspaper, the Department's website and the Local Agency's website (if available), advising that consultant engineering services are being sought. In addition, the Local Agency may advertise in appropriate national trade magazines or websites for specialized services.

Interested firms must furnish:

1. A cover letter with the firm's response including primary contact information.
2. The firm's completed Architect-Engineer Qualifications Standard Form (SF) 330 Parts I and II (48 CFR §53.236-2(b)). (SF 330 is available on the Department's website.) http://arkansashighways.com/consultant_services/advertisements/advertisements.aspx
3. A current copy of the firm's equal employment opportunity policy required per Arkansas Code Annotated (Ark. Code Ann.) §19-11-104.
4. The firm's current copy (within 12 months) of the Department and Finance and Administration (DFA) Illegal Immigrant Contractor Disclosure Form (Ark. Code Ann. §19-11-105). https://www.ark.org/dfa/immigrant/index.php/user/welcome

Advertisements may be for either a specific single project; a group of projects; or for an on-call or indefinite delivery/indefinite quantity (IDIQ) for an established contract period (not to exceed 5 years), to be determined at a later date with specific task orders issued for each project. (23 CFR §172.9(a))

When advertising a specific project, the advertisement will describe the work in general terms allowing firms to evaluate their interest in performing the desired services.

When advertising a group of projects, a general description of work will be furnished. Firms will be asked to specify the projects they are interested in performing. When the Local Agency decides to proceed with a certain project, those firms having expressed interest in that project will be considered for selection.

When advertising for an on-call / IDIQ projects with later specified task orders, the advertisement will include a general description of work for the project task and the number of consultants anticipated to be selected.

If a solicitation fails to yield three qualified respondents, then the Local Agency may proceed with evaluation and selection if the Local Agency and the Department determines that the solicitation did not contain conditions or requirements that arbitrarily limited competition. Alternatively, the Local Agency may pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

Solicitations will include language to comply with state procurement laws, rules, and regulations including but not limited to Ethical Standards (Ark. Code Ann. §19-11-708), Employee and Relative Disclosure, and Equal Opportunity Policy.

Interested firms are advised that in order to comply with state and federal requirements that the Local Agency will verify suspension and debarment actions and eligibility status of consultants in accordance with 2 CFR Part 1200 and 2 CFR Part 180.

Ark. Code Ann. §§19-11-701 through 19-11-714 addresses ethics and conflicts of interest. Federal regulations about conflicts of interest are described in 2 CFR §200.112, 23 CFR §1.33, and provisions of 23 CFR §172.7(4). No Local Agency employee may participate in selection, award or administration of a contract in which the Local Agency employee or any member of his or her immediate family has a financial, prospective financial, or other interest. Additionally, in accordance with Ark. Code Ann. §19-11-704(b) it is a breach of ethical standards for any person, including potential consultants, or parties to subagreements to engage in any conduct or behavior with other consultants, contractors, cities, counties, state agencies, or metropolitan/local planning organizations that may influence any public employee to breach the standards of ethical conduct provided by state and federal laws.

Section III – Selection Committee

The Local Agency will designate a Selection Committee (Committee) to evaluate and analyze the letters of interest (LOI) and proposals.

Section IV – Evaluation of Letters of Interest

The Committee will evaluate each consultant firm based on the criteria provided in the detailed LOIs in general as follows:

No.	Evaluation Factors for LOIs	Maximum Points Possible
1	Professional staff including the education, experience, number of personnel available, and any partnerships with sub-consultants	10
2	General and professional reputation, including responsiveness to civil rights and equal employment opportunity requirements and opportunities	10
3	*Past work performance	10
4	Experience with projects of a similar nature as those advertised	10
	Total Points for LOI	40

*Past performance or evaluations from other clients will be considered when the firm has not worked for the Local Agency previously.

Following their review, the Committee will prepare a short list (minimum of three) of the top ranked engineering firms and recommend that these firms submit detailed proposals for further evaluation.

Section V – Request for Proposal

The Local Agency will prepare a scope of work statement and request proposals from the engineering firms on the short list. For projects with FHWA oversight, which are identified by FHWA as Projects of Division Interest (PoDI) projects, the Local Agency will forward the scope of work statement to the Department and FHWA for review and approval before soliciting request for proposals (RFPs). A Local Agency's scope of work will typically include the following:

1. A detailed purpose and description of the work,
2. Services that will be furnished by the Local Agency,
3. Services that will be furnished by the consultant,
4. Deliverables to be provided,
5. Project conditions of the work,
6. Schedule for performance of the work,
7. Special conditions of the work including applicable standards, specifications, and policies, and
8. Assurance of participation of certified Disadvantaged Business Enterprises (DBE) in Federal-aid projects as Department goals for the Project are established.

The short-listed firms should submit proposals that contain the following:

1. A cover letter with primary contact information,
2. A detailed work plan that identifies the major tasks of work,
3. A list of major concerns associated with completing the work,
4. A detailed work schedule for specific projects as requested,
5. A manpower estimate for specific projects as requested, and
6. Updated Standard Form 330 Parts I and II, if necessary.

The Committee will review the proposals with particular attention to the five (5) listed evaluation factors for the proposals and will also consider the results determined in Section IV. The evaluation factors and their relative importance will be listed in the RFP if any of the factors are different from the list below.

No.	Evaluation Factors for Proposals	Maximum Points Possible
1	Obvious indication that the scope of work is clearly understood	20
2	Comprehensive, coherent, and detailed work plan	20
3	Realistic work schedule when applicable	10
4	Proposed working office location, need for a local office, and any local representative*	5
5	Identification of sub-consultants and responsiveness to DBE goals and opportunities	5
6	Total Points for LOI	40
	Total Points for Proposals	100

*Locality preference shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. (Consultants indicating that it will satisfy this factor in some manner, such as establishing a local project office, shall be considered to have satisfied this factor.)

Based on these evaluation factors, the Committee will rank the consultants based on the total score and submit the list to the Local Agency who will either:

1. Select one (1) firm to enter negotiations with; or
2. Select
   a. Multiple firms for an IDIQ contract; or
   b. Three or more firms to interview (a firm may present additional information concerning their proposal at the interview). After the interviews, the Committee will re-evaluate the firms based on the interview and the same evaluation factors as noted previously. The ranking list will be submitted to the Local Agency for review and final selection.

The Local Agency's contract file will contain records of the rankings and supporting data; however, the rankings will not be public information. Copies of the LOI advertisement, the rankings, and supporting data shall be submitted to the Department.

Notification must be provided to all responding consultants of the final selection of the most qualified consultant including the ranking of the top three consultants on projects where only one consultant is selected.

Section VI – Negotiation and Contract Preparation

Once a firm is selected for negotiation for a specific job or a group of projects, it will prepare a draft contract including a cost estimate for the project(s). The other firms on the short list will be advised of the firm selected, subject to successful negotiations. Prior to receipt or review of the draft contract and cost estimate, the Local Agency shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct cost and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation to ensure a fair and reasonable cost is obtained.

More than one firm may be selected for an on-call or IDIQ contract. The contract will establish a maximum ceiling price for work issued under the contract as well as an expiration date not to exceed 5 years, per 23 CFR Part 172. Individual task order cost estimates will be negotiated when issued.

The selected firm will prepare a draft contract based on a sample contract furnished by the Department. In accordance with the principles of 23 CFR 172, the draft contract must include an overhead rate that is approved by the Department. If the contract exceeds $250,000, in accordance with the Department's Indirect Cost Rate Audit Requirements, the indirect cost rate shall be verified through an audit performed by a certified public accountant on behalf of the consultant. If the contract is less than $250,000, and at least one of these conditions applies:

1. When there is insufficient knowledge of the consultant's accounting system
2. When there is previous unfavorable experience regarding the reliability of the consultant's accounting system
3. When the contract involves procurement of new equipment or supplies for which cost experience is lacking

then the Consultant shall provide the indirect cost rate verified through an audit performed by a certified public accountant on behalf of the consultant. The certified audit shall be provided by the selected firm prior to the submission of the final draft contract.

Pursuant to this requirement, the Department will notify the Local Agency if an audit by a certified public accountant for the selected firm is necessary. The certified audit needs to be provided by the selected firm prior to the submission of the final draft contract.

The Local Agency will review the draft contract proposal and either approve it as submitted or enter into negotiations with the selected firm to establish a contract and contract ceiling price that the Local Agency deems is fair and reasonable. If a satisfactory contract cannot be negotiated with the selected firm, negotiations will be

formally terminated. The Local Agency will then enter into negotiations with the second ranked firm. If negotiations with that firm fail, the Local Agency will formally terminate those negotiations and begin to negotiate with the third ranked firm, and so on. If the Local Agency cannot negotiate a satisfactory contract with any of the firms on the short list, the Local Agency shall either:

1. Request proposals from additional firms who have submitted LOIs and are considered competent and qualified; evaluate and rank the firms based on the criteria described in Section V; and continue the negotiation process, or
2. Terminate all negotiations and begin the selection process again, or
3. Pursue procurement following the noncompetitive method when competition is determined to be inadequate and it is determined to not be feasible or practical to re-compete under a new solicitation. (23 CFR §172.7(a)(1)(iv)(D))

When the Local Agency and the consultant agree the negotiated contract is fair and reasonable, the consultant will prepare a final draft and submit it to the Local Agency and the Department for review. After review and a determination that it is acceptable, the consultant will sign the contract. The Local Agency will then execute the contract. The contract will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed contract will be distributed within the Local Agency and to the consultant.

For projects with FHWA oversight and for on-call or IDIQ contracts where the consultant performs a management role utilizing federal funds, the Department will forward the initial and final drafts of the contract to FHWA for review and comment. The FHWA approves the final executed contract by stamp and signature and retains a copy.

After the Local Agency executes an on-call or IDIQ contract, it will assign specific projects by task order for the duration of the contract period. The consultant will prepare each task order based on the scope of work furnished by the Local Agency. The task order will include a manpower estimate and cost. The Local Agency will review the task order and approve it as submitted or negotiate with the consultant to establish a task order and task order amount that the Local Agency deems is fair and reasonable. After review and a determination that the task order is acceptable, the consultant will sign the task order. The Local Agency will then execute the task order. The task order will subsequently be submitted to the Department for final review and approval including funding. When approved, copies of the signed task order will be distributed within the Local Agency and to the consultant.

For PoDI projects, the Department will forward the initial and final drafts of the task order to FHWA for review, comment, and approval. Upon FHWA approval, the final task order is executed.

Section VII – Monitoring the Contract

The Local Agency may designate staff members as key liaisons for specific projects or for technical matters during the administration of the contract period.

The Local Agency will:

1. Maintain the contract files,
2. Arrange and attend periodic progress meetings,
3. Coordinate reviews and approval actions with other agencies when necessary,
4. Review progress payments,
5. Coordinate questions from the consultant,
6. Negotiate any change or amendment to the contract and submit to the Department for review and approval, and
7. Prepare an evaluation of the consultant's performance after completion of the contract. A copy of the evaluation shall be submitted to the Department.

Section VIII – Consultant Liability

The Local Agency will include a contract requirement that the consultant will warrant that all services and work products provided as part of the contract are performed in accordance to the prevailing industry standards, including standards of conduct and care, format and content, meet the satisfaction of the Local Agency, and conform to the requirements of the Agreement. This warrant is effective regardless of the degree of inspection and acceptance by the Local Agency or others.

If the consultant is required to correct or re-perform any work or services, the work will be performed at no cost to the Local Agency, and any work or services corrected or re-performed by the consultant shall also be warranted that it is free from defects in workmanship in accordance with industry standards. If the consultant fails or refuses to correct or re-perform, the Local Agency may, by contract or otherwise, correct or replace the deficient items or services with similar work or services, and charge the cost to the consultant or make an equitable adjustment in the consultant's reimbursement.

Acceptance is an act of an authorized representative of the Local Agency by which the Local Agency approves specific services, as partial or complete performance of the contract. Correction is the elimination of a defect.

REQUIRED CONTENTS OF BIDDING PROPOSALS
FEDERAL-AID PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 2 of the United States Code of Federal Regulations, Part 180 (2 CFR Part 180).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than $2,000 that are physically located within the existing right-of-way of a functionally classified city street or highway. The Davis-Bacon wage rates will be provided by the Department.

5) "Build America, Buy America" Provisions

Because federal highway funds are included in this project, "Build America, Buy America" requirements, as specified in Title 23 of the United States Code Section 313 and Title 23 of the Code of Federal Regulations Section 635.410, apply to this project. A section of the bidding documents should specify these requirements as part of the project and it should at least be noted in the advertisement for bids.

OFFICE OF THE MAYOR
Molly Rawn

LPA-005

September 3, 2025

Mr. David Siskowski

Division Head – Local Programs

Arkansas Department of Transportation

P. O. Box 2261

Little Rock, AR 72203

Re: ***Job #041004***

F.A.P. TAPU-9142(63)

Transit Stop Enhancements

Washington County

Dear Mr. Siskowski:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be **Dane Eifling, Mobility Coordinator**. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at (***479) 575-8243*** or by email at ***deifling@fayetteville-ar.gov***.

Sincerely,

Molly Rawn
Mayor Fayetteville, AR

Form LPA-006

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

___ Tract(s)
___ Options(s)
___ Paid
___ Donation(s)
___ Negotiation Pending* - include tract number(s) and statement: *"It is anticipated that this/these tract(s) will be acquired by (date)."*
___ Condemnation(s) – (include Order of Possession date or date the Court Order was filed)
___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date

* If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-OR-

Tract(s) #___ shown above include(s) #____ (Permanent/Temporary Construction Easements) for _____ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

For Reference Only - No signature needed at this time

Certified by:_____ Date:_____

(Type name)
(Type title)

Form LPA-007

SPONSOR LETTERHEAD

JOB NUMBER
JOB NAME
COUNTY

Title to the right of way necessary for the construction of this project was in public ownership prior to project development. No additional right of way was acquired.

There are no displacees on this project.

There are no structures located within the right of way area.

There are no railroads involved on this project.

No known conflicting utilities exist within the right of way area.

For Reference Only - No signature needed at this time

Certified by:_____ Date:_____
(Type name)
(Type title)

Form LPA-008

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING AUTHORITY TO ADVERTISE

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of plans and specifications.
2. A copy of the preliminary estimate of cost.
3. An unexecuted copy of the bid proposal form.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the ***(Sponsor Name)*** will promptly repay such funds to the Arkansas Department of Transportation (ARDOT). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the ***(Sponsor Name)'s*** Motor Fuel Tax allotment to the ARDOT's RRA Fund upon notification by the ARDOT Director of that such funds are due ARDOT and have not been paid by the ***(Sponsor Name)***.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

For Reference Only - No signature needed at this time

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas Department of Transportation (Department), the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks (21 days).

- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of <u>two times</u> in a statewide newspaper (online or print versions are acceptable).

- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.

- The Sponsor will forward a copy of the approved advertisement to the Department once advertisement starts. Any addenda will also be sent to the Department during the advertisement period.

- The Sponsor will include the following language in the solicitation for bids:

  "The **(INSERT SPONSOR NAME)** hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply."

  "Build America, Buy America provisions apply to this project."

- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read aloud (the sponsor may choose to read the bids item by item).

- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.

- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.

- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is strictly prohibited.**

Form LPA-013

PLEASE PRINT ON SPONSOR LETTERHEAD

CERTIFICATION LETTER

REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Ms. Jessie Jones, P.E.
Chief Engineer – Preconstruction
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Ms. Jones:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for $1,000 for ARDOT construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the ***(Sponsor Name)*'s** Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to ***(INSERT CONTRACTOR NAME)*** for ***(INSERT LOW BID AMOUNT)*** is requested.

Sincerely,

For Reference Only - No signature needed at this time

_____
Sponsor's CEO

_____
Sponsor's Attorney

Enclosures

Revised: 12/11/20

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
FAP: _____
County: _____
Job Name.: _____

Payee/Sponsor: _____
address _____

Federal Tax ID No.: _____

DATE: _____

PAY REQUEST # _____

FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

1 Maximum Approved Federal-aid Amount _____

2 Original Contract Amount _____
3 Net Changes by Change Orders _____
4 Present Contract Total _____

5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less) _____
6 Work Completed to Date _____

7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less) _____
8 Previous Reimbursements (Federal) _____

9 ***Amount Due this Estimate*** $0.00
(subtract Line 8 from Line 7)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____

Title: _____

For Reference Only - No signature needed at this time

Sponsor's CEO

Payment is requested from the Arkansas Department of Transportation for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____

Title: _____

DEPARTMENT USE ONLY

Recommended for Payment in Accordance with Project Agreement

_____
Resident Engineer

Approved for Payment

_____
State Construction Engineer

PAID

Voucher No. _____

Date:

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Revised: 12/11/20

DETAIL ESTIMATE

JOB NUMBER: _____

FAP: _____

JOB NAME: _____

REQUEST NO: _____ DATE: _____

FROM: _____ TO: _____

SPONSOR: _____

CONTRACTOR: _____

A	B	C	D	E	F	G	H	I
			WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS REQUESTS	THIS PERIOD	MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	% COMPLETED (G ÷ C)	BALANCE TO FINISH (C - G)
	GRAND TOTALS							

Form LPA-014

For Reference Only - No signature needed at this time

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Form LPA-015

Sponsor

LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

Site Conditions	Weather	Number of Contractor's Personnel
____ Useable	____ Sunny	____ Laborers
____ Partly Useable	____ Partly Cloudy	____ Carpenters
____ Not Useable	____ Rain	____ Concrete Laborers
Min Temp. (F) ____ Max Temp. (F) ____	Rainfall Amt. (in.) _____	____ Equip. Operators
Comments		____ Electricians
		____ Plumbers
		____ Foreman
		____ Other _____
		____ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

For Reference Only - No signature needed at this time

Signed: _____

Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:	**Date:**
Job No:	**FAP No:**
County:	**Route:**
Contractor:	
Date Work Began:	**Date Work Completed:**
Attendees:	
Remarks:	
☐ **Provide Digital Photos of Completed Project (minimum of 5)**	
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor _____ **Engineer**	**Recommended for Acceptance in Accordance with Project Agreement** _____ **ARDOT Resident Engineer**

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

Reference Only - No signature needed at this time

_____

SPONSOR's **CEO**

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

§200.334 Retention requirements for records.

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

§200.335 Requests for transfer of records.

The Federal awarding agency must request transfer of certain records to its custody from the non-Federal entity when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the Federal awarding agency may make arrangements for the non-Federal entity to retain any records that are continuously needed for joint use.

§200.336 Methods for collection, transmission, and storage of information.

The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are

2 CFR Part 200

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D - Post Federal Award Requirements
Record Retention and Access

electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

§200.337 Access to records.

Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

(a) *Extraordinary and rare circumstances.* Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the non-Federal entity and the Federal awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the Federal awarding agency or delegate.

(b) *Expiration of right of access.* The rights of access in this section are not limited to the required retention period but last as long as the records are retained. Federal awarding agencies and pass-through entities must not impose any other access requirements upon non-Federal entities.

§200.338 Restrictions on public access to records.

No Federal awarding agency may place restrictions on the non-Federal entity that limit public access to the records of the non-Federal entity pertinent to a Federal award, except for protected personally identifiable information (PII) or when the Federal awarding agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal awarding agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to those records that remain under a non-Federal entity's control except as required under §200.315. Unless required by Federal, state, local, and tribal statute, non-Federal entities are not required to permit public access to their records. The non-Federal entity's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Fayetteville

Sponsor

Signature

Mayor Molly Rawn

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)
Reporting Requirements

(For more information go to https://www.fsrs.gov/)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to $25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to $25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✔ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✔ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and $25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: FKCQRMDULFH9 UEI Expiration Date: _____

Parent (if applicable) UEI: N/A UEI Expiration Date: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes (No)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Yes) No

If "Yes" is selected, visit http://www.sec.gov/edgar.shtml for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: $_____
2. Name: _____ Amount: $_____
3. Name: _____ Amount: $_____
4. Name: _____ Amount: $_____
5. Name: _____ Amount: $_____

LPA Project Quarterly Report Form

For Reference Only - No signature needed at this time

Date:

Job No.:	**Job Name:**		
F.A.P.:	**Funding Program:**	**Year:**	**Quarter:**
Sponsor:	**Submitted By:**		
Sponsor Phone:	**Sponsor Email:**		

Progress Report:

CURRENT PROJECT STATUS

Construction Plans:	☐ 30%	☐ 60%	☐ 90%	☐ Final	
Environmental Clearance:	☐ ARDOT to Handle	☐ Preliminary	☐ Partially Complete	☐ All Permits Received Date:	☐ Final Clearance Date:
Right of Way Acquisition:	☐ No Acquisition Needed	☐ ROW Plans in Progress	☐ ROW Plans Approved Date:	☐ Acquisition Documents Approved Date:	
	☐ Acquisition Underway	☐ Acquisition Complete Date:	Right of Way Certification Submitted ☐ Conditional ☐ Final Date:		
Utility Relocation:	☐ Utility Relocation Not Necessary	☐ Relocation Plans Prepared Date:	☐ Relocation Underway	☐ Relocation Complete Date:	
Authority to Advertise:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	Bid Opening Date:		
Concurrence in Award:	☐ Request Submitted Date:	☐ ARDOT Approval Received Date:	☐ Contract Executed Date:		
Construction:	Progress (%) 0%	Estimated Completion Date:	☐ Project Completed Date:		

ARDOT Contact:

CHANGE ORDER FORM

Form LPA-022

ARDOT JOB NO.: _____ F.A.P. No.: _____ **CHANGE ORDER NO.:** _____

JOB NAME: _____ DATE PREPARED: _____

OWNER: _____ PREPARED BY: _____

CONTRACTOR: _____

DESCRIPTION OF CHANGE(S):

For Reference Only - No signature needed at this time

JUSTIFICATION / REASON FOR CHANGE(S):

SUMMARY

ITEM NO.	ITEM	UNIT	UNIT PRICE	PRESENT		REVISED	
				QUANTITY	AMOUNT	QUANTITY	AMOUNT
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
					$ -		$ -
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					$ -		$ -
					$ -		$ -
				TOTALS:	$ -		$ -

CHANGE ORDER FORM

Form LPA-022

CHANGES TO CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS	
THE CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE (INCREASED) / (DECREASED) BY	$ -
THE NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER, WILL BE	**$ -**

CHANGES TO CONTRACT TIME:

THE CURRENT CONTRACT TIME	_____	DAYS
THE CONTRACT TIME WILL BE (INCREASED) / (DECREASED) BY	_____	DAYS
THE CONTRACT PERIOD, INCLUDING THIS CHANGE ORDER, SHALL BE	_____	DAYS

APPROVALS:

ENGINEER: [INSERT ENGINEER NAME HERE]

Signature Date

CONTRACTOR: [INSERT CONTRACTOR NAME HERE]

Signature Date

For Reference Only - No signature needed at this time

OWNER: [INSERT OWNER NAME HERE]

Signature Date

ARDOT RESIDENT ENGINEER CONCURS

Signature Date

ARDOT LOCAL PROGRAMS APPROVES

Signature Date

Title VI Requirements and Responsibilities

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.*"

ARDOT is a recipient of federal funds from the U.S. Department of Transportation modal agencies, including the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All recipients/subrecipients of federal funding must comply with the requirements of Title VI of the Civil Rights Act of 1964 and other nondiscrimination statues, regulation, and authorities.

Therefore, the sponsor (subrecipient) must also comply with the requirements of Title VI and its responsibilities.

Upon receipt of ARDOT reimbursement, the subrecipient will be required to establish Title VI compliance. ARDOT's Title VI Coordinator or designee will contact the subrecipient to request the following information:

- **Name of designated Title VI/ADA/Section 504 Coordinator**
- **Notice of Nondiscrimination**
- **Complaint Procedure and Process**
- **Complaint Form**
- **Standard USDOT Title VI/Non-Discrimination Assurances**
    - Must be signed annually by highest ranking official

The Title VI Coordinator or designee will assist the subrecipient in establishing the information as needed. For further information or inquiries, please contact the Civil Rights Division at 501-569-2299.

Form LPA-031

Please Print on Sponsor Letterhead
(Request for ARDOT On-call Consultant)

DATE

Mr. David Siskowski
Division Head – Local Programs
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: ***Job #***
Job Name
County

Dear Mr. Siskowski:

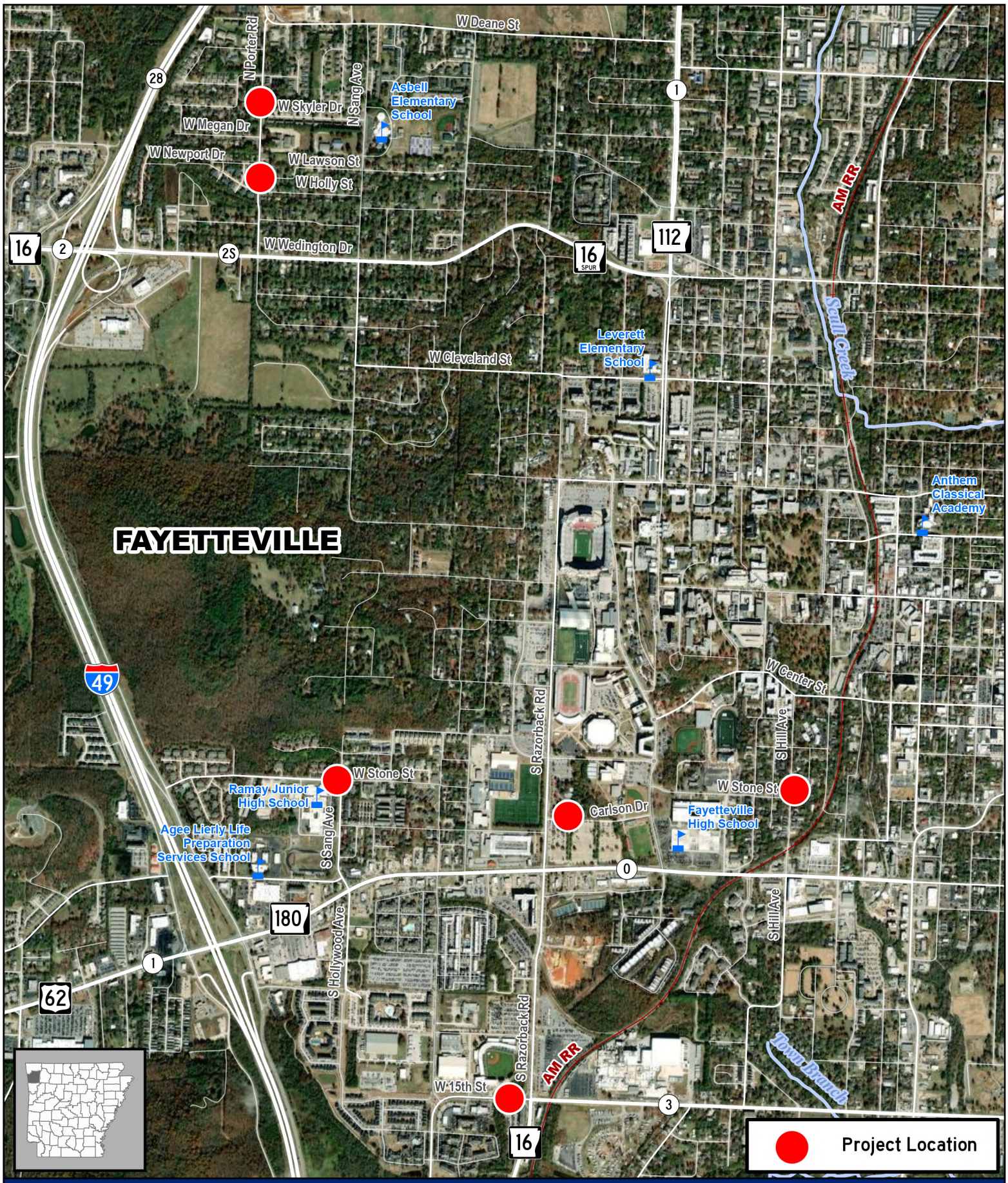
We are interested in the Department contracting with an on-call consultant on our behalf. This letter certifies our understanding that, as the Sponsor, we remain responsible for the duties and functions outlined in the Agreement of Understanding, including full project management of the referenced project. Should an on-call consultant be assigned, their services would be limited to the **[*INDICATE PHASE(S) (i.e. Planning, Design, Environmental, Right of Way, Utility Relocation, and/or Construction Engineering)*]** phase(s).

We also acknowledge that the Department retains full discretion in selecting the on-call consultant. We understand that this decision may be based on factors including but not limited to current availability, workload, qualifications, and geographic location of the project.

Sincerely,

For Reference Only - No signature needed at this time

NAME & OFFICE
(Sponsor's CEO)



Job 041004

Transit Stop Enhancements (Fayetteville) (S)

Washington County

ARDOT ARKANSAS DEPARTMENT OF TRANSPORTATION

0 500 1,000 2,000 Feet

PM: PD: cp44759: 7/10/2025

Document Path: \\san1\gis\ProgramsContracts\Sketches\041004\041004.aprx